

# **EXHIBIT 1**



Gazprombank  
Group

Corporate  
Banking

Personal  
Banking

Investment  
Banking

Credit  
Institutions



Contact Us



Feedback

Trade Finance

Correspondent accounts

Correspondent network

Documentary Operations

Interbank Lending

Credit Institutions → Correspondent accounts → Correspondent network

## Correspondent Network

Standard Settlement Instructions for Commercial Payments



AED

First Abu Dhabi Bank PJSC, Abu Dhabi  
SWIFT: NBADAEAA  
Account: 6203127205



AMD

"INDUSTRIAL CONSTRUCTION BANK"  
Closed Joint - Stock Company, Yerevan,  
SWIFT: ASHBAM22  
Account: 2470053460660000



AUD

ING BELGIUM NV/SA  
SWIFT: BBRUBEBB010  
Account: 301-0102931-95/AUD



BYN

Belgazprombank, Minsk  
SWIFT: OLMPBY2X  
Account: BY60OLMP17020000002870000933



CAD

Bank of Montreal, Toronto  
SWIFT: BOFMCAT2  
Account 31441034945



CHF

Gazprombank (Switzerland) Ltd. Zurich  
SWIFT: RKBZCHZZ  
Account 620000.00001  
IBAN: CH5408660062000000001



CNY

1) Bank of China (Shanghai branch)  
SWIFT: BKCHCNBJ00  
Account: 778410024014

2) Bank of China (Russia), Moscow  
SWIFT: BKCHRU00  
Account: 30109156800000000050



DKK

Danske Bank A/S, Copenhagen  
SWIFT: DABADKKK  
Account: 3996080145



EUR

Bank GPB International S.A., Luxembourg  
SWIFT: GAZPLULL  
Account: LU643790111780352004



GBP

JPMorgan Chase Bank, N.A.  
SWIFT: CHASGB2L  
Account: 41 39 02 56  
SORT CODE 60 92 42



HKD

Citibank N.A., Hong Kong



INR

AXIS BANK LIMITED

FINANCIAL  
PERFORMANCE

RUSSIAN  
M&A REVIEW

PRIVATE BANKING

Working with  
and prospering  
a tremendous  
and a big result

Read more

SWIFT: CITIHKHX  
Account: 5212730019

SWIFT: AXISINBBFIC  
Account: 915020055996456

₩  
KRW

Woori Bank, Seoul  
SWIFT: HVBKCRSE  
Account: W1024001KR

₸  
KZT

Kazkommertsbank, Almaty  
SWIFT: KZKOKZKX  
Account: KZ039260001000366000

₦  
NOK

DNB Bank ASA, Oslo  
SWIFT: DNBANOKK  
Account: 7002.02.05952

₹  
NZD

ING BELGIUM NV/SA  
SWIFT: BBRUBEBB010  
Account: 301/0102931/95/NZD  
Intermediary bank: WPACNZ2W

₽  
RUB

OPERU MOSCOW  
Account: 30101810200000000823  
BIC: 044525823

₡  
SEK

Danske Bank A/S, Stockholm  
SWIFT: DABASESX  
Account:  
SEK 12460105622,  
IBAN SE0812000000012460105622

₪  
SGD

Oversea-Chinese Banking Corporation Limited (OCBC Bank),  
Singapore  
SWIFT: OCBCSGSG  
Account: 689-175735-001

⸌  
USD

Citibank N.A., New York  
SWIFT: CITIUS33  
Account: 36141825

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License of Bank of Russia No. 354

Developed by — Lenvendo  
Design by — The Family

About Gazprombank  
Research  
Investor Relations

Feedback  
Contact Information

Contact Information:

8 (495) 913-74-74  
[mailbox@gazprombank.ru](mailto:mailbox@gazprombank.ru)

Contact Information:

16, Building 1, Namet  
117420, Moscow, Rus:

# **EXHIBIT 2**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

AJ ENERGY LLC,

Plaintiff,

v.

WOORI AMERICA BANK, WOORI BANK, and  
Doe 1 through 50, inclusive,

Defendants.

Case No. 18-CV-3735 (JMF)

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

Mohamed Kaba, being duly sworn, deposes and says:

1. I am Mohamed Kaba, an Assistant Vice President of Deutsche Bank, AG (“Deutsche Bank”) in Deutsche Bank’s Anti-Financial Crime Division. I respectfully submit this affidavit at the request of Woori America Bank and Woori Bank (“Defendants”) to respond to certain additional submissions made by AJ Energy LLC (“AJ Energy”).

2. I am authorized by Deutsche Bank to make this affidavit, and have conducted an investigation prior to executing this affidavit.

3. I have reviewed a letter dated April 13, 2018 addressed to the Seoul Central District Court, purportedly sent by Christian Sewing, the Chief Executive Officer of Deutsche Bank. Deutsche Bank did not send this letter, and the signature purporting to be the signature of Mr. Christian Sewing does not appear to be authentic.

4. I understand that AJ Energy’s counsel has made certain assertions regarding my authority to make the affidavit dated May 3, 2018. For the avoidance of any doubt,

and with the authorization of Deutsche Bank, I reaffirm my May 3, 2018 affidavit without modification, and its contents remain true and correct in all respects.

5. At the request of Defendants, I have reviewed the First Amended Complaint filed by AJ Energy. For the avoidance of doubt, my statements in my May 3, 2018 affidavit apply with equal force to the First Amended Complaint and the documents attached thereto.

6. Deutsche Bank has not identified any record of the transaction purportedly reflected in the SWIFT message attached to Exhibit 5 to the First Amended Complaint, and did not execute the transaction purportedly referenced in the SWIFT message. I note that this document is very similar to the one appended to AJ Energy's original complaint as part of Exhibit 3, including the same transaction ID, despite the fact that the document appended to the original complaint reflected that it was for the benefit of First Clearing, LLC, and Exhibit 5 to the First Amended Complaint reflects that it is for the benefit of Woori Bank.

7. Deutsche Bank has not identified any record of the transaction purportedly reflected in the SWIFT message attached to Exhibit 6 to the First Amended Complaint, and did not execute the transaction purportedly referenced in the SWIFT message.

8. Deutsche Bank as not identified any record of the transaction purportedly reflected on the MT-199 attached to Exhibit 6 to the First Amended Complaint, and did not execute the transaction purportedly referenced in the MT-199.

9. Deutsche Bank has not identified any record of the transaction purportedly reflected in the SWIFT message attached to Exhibit 9 to the First Amended Complaint (page 24 of Document 19-2), and did not execute the transaction purportedly referenced in the SWIFT

message. Additionally, the signatures purporting to be the signatures of Dr. Marcus Schenck or Mr. Stuart Lewis do not appear to be authentic.

10. The email attached to Exhibit 9 to the First Amended Complaint (page 25 of Document 19-2) does not appear to be authentic, and Deutsche Bank did not execute the transaction purportedly referenced in the “screen copy” attached thereto (page 26 of Document 19-2).

11. Deutsche Bank did not send the letter attached as Exhibit 12 to the First Amended Complaint and the letter purporting to be from Deutsche Bank does not appear to be authentic. The signatures purporting to be the signatures of Dr. Marcus Schenck or Mr. Stuart Lewis also do not appear to be authentic.

12. Deutsche Bank has not identified any record of the transaction purportedly reflected in the SWIFT messages attached to Exhibit 12 to the First Amended Complaint, and did not execute the transaction purportedly referenced in the SWIFT Message.

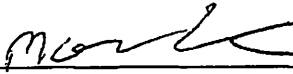
13. Deutsche Bank has not identified any record of the transaction referenced in paragraphs 21 through 25 of the First Amended Complaint, and did not execute the transaction purportedly referenced in paragraphs 21 through 25 of the First Amended Complaint.

14. Deutsche Bank has not identified any record of the transaction referenced in paragraphs 37 through 44 of the First Amended Complaint, and did not execute the transactions purportedly referenced in paragraphs 37 through 44 of the First Amended Complaint.

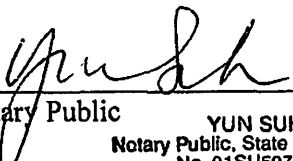
15. Deutsche Bank has not identified any record of a common account number matching the one referenced in paragraphs 17 and 24 of the First Amended Complaint.

16. Deutsche Bank has not identified any record of the account number referenced in paragraph 23 of the First Amended Complaint or Exhibit 5 to the First Amended Complaint (supposedly that of Hestiun Finance). I note that the account number attributed to Hestiun Finance also is attributed to Maybrook Financial Group Limited at times in the papers filed by AJ Energy (page 14 of Document 19-2, page 23 of Document 19-2, page 26 of Document 19-2, page 44 of Document 19-2). Deutsche Bank also has not identified any record of this account number as related to Maybrook Financial Group Limited.

17. Deutsche Bank reserves all of its rights and remedies with respect to AJ Energy's attempted usage of documents purporting to be on behalf of Deutsche Bank.

  
Mohamed Kaba

Sworn to before me this  
2 day of July, 2018.

  
Notary Public  
YUN SUH  
Notary Public, State of New York  
No. 01SU5075403  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 31, 2019

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

AJ ENERGY LLC,

Plaintiff,

v.

WOORI AMERICA BANK, WOORI BANK, and  
Doe 1 through 50, inclusive,

Defendants.

Case No. 18-CV-3735 (JMF)

STATE OF New York )  
COUNTY OF New York ) ss.:

Mohamed Kaba, being duly sworn, deposes and says:

1. I am Mohamed Kaba an Assistant Vice President of Deutsche Bank, AG ("Deutsche Bank"). I respectfully submit this affidavit in response to the complaint dated March 26, 2018 (the "Complaint") filed by AJ Energy LLC ("AJ Energy") against Woori America Bank and Woori Bank ("Defendants"). I am authorized by Deutsche Bank to make this affidavit.

2. At the request of Defendants, I have reviewed the Complaint and the attachments thereto, and have searched the records of Deutsche Bank concerning the existence of the transactions alleged in the Complaint.

3. Deutsche Bank has not identified any record of the transaction purportedly reflected in the SWIFT message attached as Exhibit 1 to the Complaint, and did not execute the transaction purportedly referenced in the SWIFT message. Additionally, the signatures purporting to be the signatures of Dr. Marcus Schenck or Mr. Stuart Lewis do not appear to be authentic.

4. Deutsche Bank has not identified any record of the transaction purportedly reflected on Exhibit 2 to the Complaint, and did not execute the transaction purportedly referenced in Exhibit 2 to the Complaint.

5. Deutsche Bank did not send the letter attached as Exhibit 3 to the Complaint and the letter purporting to be from Deutsche Bank does not appear to be authentic. The signatures purporting to be the signatures of Dr. Marcus Schenck or Mr. Stuart Lewis also do not appear to be authentic.

6. Deutsche Bank has not identified any record of the transaction purportedly reflected in the SWIFT messages attached to Exhibit 3 to the Complaint, and did not execute the transaction purportedly referenced in the SWIFT messages.

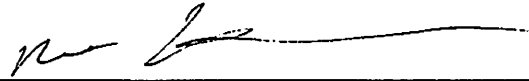
7. Deutsche Bank has not identified any record of the transaction purportedly reflected on the MT-199 attached to Exhibit 3 to the Complaint, and did not execute the transaction purportedly referenced in the MT-199.

8. Deutsche Bank has not identified any record of the transaction referenced in paragraphs 14 through 17 of the Complaint, and did not execute the transaction purportedly referenced in paragraphs 14 through 17 of the Complaint.

9. Deutsche Bank has not identified any record of the transaction referenced in paragraphs 31 through 35 of the Complaint, and did not execute the transactions purportedly referenced in paragraphs 31 through 35 of the Complaint.

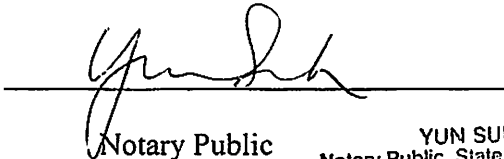
10. Deutsche Bank has not identified any record of a common account number matching the one referenced in paragraph 39 of the Complaint.

11. Deutsche Bank reserves all of its rights and remedies with respect to AJ Energy's attempted usage of documents purporting to be on behalf of Deutsche Bank.



Mohamed Kaba

Sworn to before me this  
3<sup>rd</sup> day of May, 2018.



Notary Public

YUN SUH  
Notary Public, State of New York  
No. 01SU5075403  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 31, ———

2019

# **EXHIBIT 3**



TRANSACTION CODE: MAYBROOK/100B-2017-03  
DATE: March 25, 2017

## MAYBROOK FINANCIAL GROUP LIMITED

### AGREEMENT ON FUNDS TRANSFER AND DISTRIBUTION VIA IP/ID DTC SERVER –FOR INVESTMENT PURPOSES (PRIVATE & CONFIDENTIAL)



This Agreement on delivery of cash funds for investments transfer via IP/ID DTC server (hereinafter referred to as the "Agreement") is made and effective on February 12, 2018.

#### Between

Sender, with full legal and corporate authority to sign this Agreement, is hereinafter referred to as "Party A":

COMPANY NAME	MAYBROOK FINANCIAL GROUP LIMITED
COMPANY ADDRESS	11 CHURCH ROAD, GREAT BOOKHAM, UNITED KINGDOM
REPRESENTED BY:	MR. MAMADY CONDE
COMPANY REGISTRATION NO.	08096940
PASSPORT NUMBER	R0528575
COUNTRY OF ISSUANCE	DG PAF CONAKRY, GUINEE REPUBLIC
ISSUE DATE	25 JAN 2013
EXPIRY DATE	24 JAN 2018
TELEPHONE	+66 9958 93014
EMAIL ADDRESS	haussmane@yahoo.fr kamambaa@gmail.com

#### And

Receiver, with full legal and corporate authority to sign this Agreement, is hereinafter referred to as "Party B":

COMPANY NAME	FINANCIAL GROUP LIMITED
COMPANY ADDRESS	VIKINGAVAGEN 26A – 224 77, LUND CITY, SWEDEN
REPRESENTED BY	MR. STEVEN HUYNH
COMPANY REGISTRATION NUMBER	08096940 - 005
PASSPORT NUMBER	89309980
COUNTRY OF ISSUANCE	SWEDEN
ISSUE DATE	09 FEB 2015
EXPIRY DATE	09 FEB 2020
COMPANY TELEPHONE	+46 790 131 107
COMPANY WEBSITE	<a href="https://financialgroup.io">https://financialgroup.io</a>
EMAIL ADDRESS	Steven.financialgroup@gmail.com

Party A's Initial



Party B's Initial

*Steven Huynh*

TRANSACTION CODE: MAYBROOK/100B-2017-03

DATE: March 25, 2017

NOTE: THIS AGREEMENT IS VALID ONLY WHEN SIGNED BY BOTH PARTIES AND FULLY EXECUTED WITH ALL DETAILS AND TABLES COMPLETED.

## RECITAL:

WHEREAS, PARTY A is holding an account at Deutsche Bank AG and is account's signatory. Cash funds are ready to be transferred to PARTY B designated account via IP/ID DTC Server for investments; and

WHEREAS, PARTY B is ready, willing and able to receive said cash funds into its designated account via IP/ID DTC and to execute distribution and transfer of said received funds to designated parties and bank accounts via SWIFT Message MT103 on process Urgent: Same Day wire, in accordance to the terms and conditions in this AGREEMENT; and

WHEREAS, PARTY B has further made arrangement with his Bank, which confirm its capacity to execute the present agreement and delivery of cash fund for investments. PARTY B shall authorize and instruct his designated BANK to receive said funds and proceed on the agreed distribution and transfer of cash funds, in accordance to the terms and conditions in this AGREEMENT;

WHEREAS, Party A and Party B represents and warrants that it has full corporate responsibility permission to enter into this AGREEMENT. It hereby declares under penalty of perjury that the funds are good, clean, clear, and free of non-criminal origin, and are free and clear of all liens, encumbrances and third party interest.

WHEREAS, PARTY A represents and warrants that it is giving to PARTY B and its designated parties, full legal authority to download said cash funds via IP/ID DTC and distribute and transfer cash funds via SWIFT Message MT103, as per agreed terms and conditions in this AGREEMENT.

NOW, THEREFORE, it is agreed as follows:

## DETAILS OF TRANSACTION

TYPE	DTC/IP/ID SERVER CASH TRANSFER
TOTAL FACE VALUE	ONE HUNDRED BILLION EURO (€100,000,000,000.00)
FIRST TRANCHE	AS AGREED UPON BY BOTH PARTIES
DISTRIBUTION (% OF TOTAL VALUE)	100% Transaction Face Value XX % to Party A XX% to Party B 00% to Party A's Side Consultants 00% to Party B's Side Consultants
TRANSFER	VIA CASH SERVER UPLOAD/DOWNLOAD
PAYMENT	SWIFT MT103 WIRE TRANSFER
NOTE	The amount and timing of tranches are agreed between the Party A and Party B under the Euro-Zone Banking rules, operations and regulations
SPECIAL WIRE INSTRUCTIONS	THIS IS A DTC/IP/ID, SCREEN-TO-SCREEN TRANSACTION ONLY. THERE WILL BE NO UNAUTHORIZED CONTACT BETWEEN PARTY A AND PARTY B'S BANK. NO FAXES, NO SWIFT, NO LETTERS, NO E-MAILS, NO TELEPHONE CALLS OTHER NO DIRECT BANK-TO-BANK COMMUNICATION.

## PARTY A'S INFORMATION STATEMENT

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for the purpose of verification of identity and activities of the investing Member, and the nature and origin of the funds that are to be utilized. All parties have an obligation to respect professional secrecy and to take all appropriate precautions to protect the confidentiality of the information each holds in respect of the others' activities. This legal obligation shall remain in full force and effect at all times.

Party A's Initial

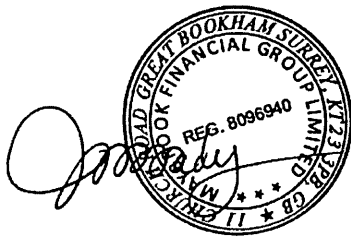


Party B's Initial

TRANSACTION CODE: MAYBROOK/100B-2017-03  
DATE: March 25, 2017

<b>PARTY A'S INFORMATION</b>	
Company Name	MAYBROOK FINANCIAL GROUP LIMITED
Signatory's full name:	Mr. MAMADY CONDE
Passport No. (Country):	R0528575 / Conakry, Guinea Republic
Address	ENGLAND
Incorporation Registration:	08096940
Years in Business	16 years
Bank name & location:	DEUTSCHE BANK AG, TAUNUSANLAGE 12 60325, FRANKFURT AM MAIN, GERMANY
SWIFT code:	DEUTDEFFXXX
Sending Account name	MAYBROOK FINANCIAL GROUP LIMITED
Account number	947259564
Portfolio manager	Henry R. KARL (PIN CODE D078)
Transaction bank officer	Christian RICKEN (PIN CODE 878456) +49 15215310137
<b>FUNDS INFORMATION</b>	
Funds Available For This Transaction	Funds presently available and are to be released in accordance with Contractual terms and Agreement
Are Funds Free And Clear With No Liens Or Encumbrances	Yes Funds are free and clear with no liens or encumbrances
Origin of Funds	These funds are current and valid currencies lawfully obtained and constitute clean, cleared funds of legitimate, non-criminal, commercial origin. They are in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action Task Force (FATF) 6/01, I have full and complete, legal control of, and the unrestricted right and authority to pledge or otherwise utilize these funds. The funds are ready for transfer or release upon my instruction.

I, Mamady Conde, hereby swear under penalty of perjury, that the information provided herein is accurate and true as of this date: January 7, 2017  
For and on Behalf of PARTY A  
Company: MAYBROOK FINANCIAL GROUP LIMITED



Representative: MR. MAMADY CONDE  
Passport No.: R0528575  
Date of Issue: 25/01/2013  
Date of Expiry: 24/01/1018  
Country of Issue: CONAKRY, GUINEA REPUBLIC

Party A's Initial



Party B's Initial

*Steven Haynes*

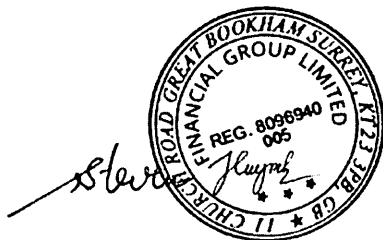
TRANSACTION CODE: MAYBROOK/100B-2017-03  
 DATE: March 25, 2017

PARTY B'S INFORMATION	
Company Name	FINANCIAL GROUP.IO – MAYBROOK FINANCIAL GROUP LIMITED
Signatory's full name:	MR. STEVEN HUYNH
Passport No. (Country):	89309980 / SVERIGE, SWEDEN
Address	SWEDEN
Incorporation Registration:	08096940 – 005
Years in Business	12 YEARS
Bank name & location:	FOREX BANK – KORNHAMNSTORG 4 , 111 27 STOCKHOLM, SWEDEN
SWIFT code:	FORXSESA
Sending Account name	FINANCIAL GROUP.IO – MAYBROOK FINANCIAL GROUP LIMITED
Company website	<a href="http://financialgroup.io">http://financialgroup.io</a>
Company telephone number	+46 790 131 107
Account number	8313-9534-0068-7555
Portfolio manager	MR. ANDRES PALOMINO (PIN CODE 456887)
Transaction bank officer	MS. KIRSI HUAMAN (PIN CODE D2876) +46 77 122 22 21

I, Steven Huynh, hereby swear under penalty of perjury, that the information provided herein is accurate and true as of this date: January 7, 2017

For and on Behalf of PARTY B

Company: FINANCIAL GROUP LIMITED



Director: MR. STEVEN HUYNH

Passport No.: 89309980

Date of Issue: 09 FEB 2015

Date of Expiry: 09 FEB 2020

Country of Issue: SWEDEN

Party A's Initial



Party B's Initial

*Steven Huynh*

# **EXHIBIT 4**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**AJ Energy LLC,**

Plaintiff,

-against-

**WOORI AMERICA BANK, WOORI BANK  
and DOES 1 through 50, inclusive,**

Defendants.

**FED. Case:**

**No. 1:18-cv-03735(JMF)**

**AFFIDAVIT OF Charles  
André Ferreira**

Charles André Ferreira, hereby declare and state:

I am a citizen of the United States of America, State of California, County of Orange.

1. I am a consultant with Alexander Bobarykin, CEO of AJ Energy LLC. I have been consulting with AJ Energy, LLC since February 2018. I am personally familiar with the transactions involved in the present litigation. I have fully reviewed the Amended Complaint and the attachment exhibits pertaining to Deutsche Bank AG, Frankfurt.

2. I have made several telephone calls to Deutsche Bank New York. I called the number (212) 250-2500.

3. I have recorded and transcribed the calls. Both calls were also recorded by Deutsche Bank New York as well.

4. The first recorded, transcribed call was made on July 31, 2018 at 4:11 pm New York time, to Deutsche Bank, New York. The second recorded call was made August 3, 2018 at 2:29 pm, New York.

5. Both bankers I spoke to explained very clearly to me that Deutsche Bank, New York has no access to any transactions and can therefore not verify whether a transaction at

Deutsche Bank AG, Frankfurt was made or not.

6. Deutsche Bank New York further explained that no US Deutsche Bank can access any transaction made by Deutsche Bank AG, Frankfurt.

7. I have personally transcribed the recorded conversations and hereby declare that the transcripts are true and correct.

8. I especially asked if Deutsche Bank, New York can make any verifications of specific transaction by providing transaction codes, UTR numbers and Swift Messages sent out by Deutsche Bank AG, Frankfurt, to another country. I was again told that Deutsch Bank New York has no access.

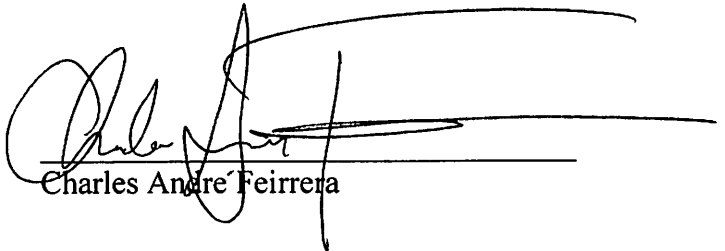
9. Both bankers denied that any transactions or accounts of Deutsche Bank AG, in Frankfurt can be accessed by Deutsche Bank New York.

10. I have attached both transcripts to my declaration as Exhibit A and B. The audio recordings are in my possession and I will gladly produce them as evidence.

11. I am prepared to testify as to the authenticity of the above statements.

I, Charles Andre Ferreira swear under penalty of perjury that the foregoing is true and correct and that I can and will testify competently hereto.

Date: August 3, 2018



Charles Andre Feirrera



## CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

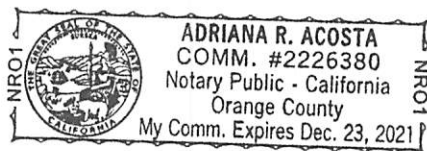
County of Orange )

Subscribed and sworn to (or affirmed) before me on this 3rd day

of August, 20 18, by \_\_\_\_\_

Charles Andre Feirrer

proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.



(Seal)

Signature \_\_\_\_\_

### Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Affidavit

containing 2 pages, and dated Aug. 3, 2018.

### Additional Information

#### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 89 Entry # 3

Notary contact: \_\_\_\_\_

#### Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: \_\_\_\_\_



# **EXHIBIT A**

< Recents

Edit



# Deutsche Bank New York



message



call



video



mail



pay

July 31, 2018

4:11 PM

Outgoing Call

3 minutes

main **RECENT**

(212) 250-2500

home

60 Wall Street

NEW YORK

United States



Notes

Send Message

Share Contact



Favorites



Recents



Contacts



Keypad



Voicemail

DB Recording: Wait for the next available operator. Thank you.

**\*\*Ringing\*\***

DB Operator: Deutsche Bank, how may I help you?

CF: Ah yeah hi, this is Charles Ferreira, I'm sorry who am I speaking with?

DB Operator: this is Tonisha.

CF: Oh hi, how are you doing today? Are you a banker?

DB Operator: No, you have reached the operator, how can I assist you?

CF: Oh, could you, would you mind transferring me over to um a banker please?

DB Operator: Ah do you have an account with Deutsche Bank? What information are you seeking?

CF: Ah I wanted to, um, speak with a banker in regards to possibly open up an account.

DB Operator: One moment.

**\*ringing\***

DB: Deutsche Bank, how can I help you?

CF: Yea, hi good afternoon, my name is Charles Ferreira, and I'm curious to ask you a couple of questions. I'm sorry what was your name? I didn't catch that?

DB: Vidalt [hard to understand the DB person speaking his name]

CF: I'm sorry, what did you say?

DB: Fidalt **\*\*unitelligible\*\***

CF: Oh ok, how are we doing today?

DB: Pretty good.

CF: I just have a quick question. So I want to open up, um, an account internet (you didn't complete word) well if I open up an account internationally at Frankfurt right, because I do a lot of high volume transactions, um, and if I open up a transaction in Germany right, and let's say if I have that account which sends money overseas to another bank, um, let's say China for example, right, which I have an

account over there. Can you guys verify the funds if i'm in New York, any of these transactions?

DB: Um, no, we are not connected with Germany.

CF: Ok.

DB: So we have no connection. We can not look up that accounts over there. In the US we are private wealth management, so we'll portfolio base.

CF: Oh, I see, I see, I see. So like if I was to ask, so you, it sounds you can go into the database system over there in New York, if I stopped in.

DB: No.

CF: For you to look up any information regarding accounts I have in Deutsche bank, Frankfurt.

DB: Nothing.

CF: I see, I see, Ok, OK.

DB: And we're not a retail bank, so we don't have no branches or offices for the US in general.

CF: I see, I understand, I understand ok. All right, and I'm sorry it was very hard to hear you, what was your name once again? So I know.

DB: It's Verdall (hard to make out correct name) \*\*unitelligible\*\*

CF: And your last name?

DB: Maddior \*\*unitelligible\*\*

CF: Madyor (\*\*unitelligible\*\*), ok, well my name is Charles Ferreira, and I appreciate all your help today. As um just verifying, this for me.

DB: Not a problem sir.

CF: Ok you have yourself a great day.

DB: No worries. You do the same.

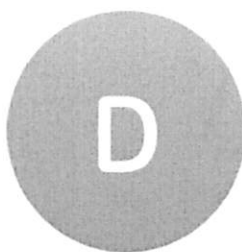
CF: Ok bye.

DB: You too, thank you.  
Click\*\*\*\*\*

# **EXHIBIT B**

< Recents

Edit



# Deutsche Bank New York



message



call



video



mail



pay

## Today

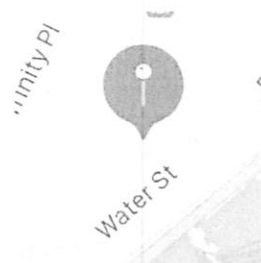
2:50 PM	Outgoing Call	1 minute
2:29 PM	Outgoing Call	4 minutes
2:26 PM	Outgoing Call	1 minute

main **RECENT**

(212) 250-2500

home

60 Wall Street  
NEW YORK  
United States



Notes



Favorites



Recents



Contacts



Keypad



Voicemail

DB: Calling Deutsche Bank, your call will be recorded. Please hold for the next available operator. Thank you.

\*ringing\*

DB Operator: Good afternoon, this is Deutsche Bank how can I help you?

CF: Yes, hi good afternoon.

DB Operator: Hello.

CF: Yes, hello good afternoon.

DB Operator: Hi.

CF: I was wondering if you could transfer me over to an investment banker. I have a question regarding opening up an account in the Deutsche Bank, in the Deutsche Bank branch.

DB Operator: In New York.

CF: Correct.

DB Operator: OK, one moment.

DB (recorded message): Deutsche Bank clients, we appreciate your patience. If you would like to leave a message in our voice mail box please press 1 now. Otherwise please continue to hold.

\*ringing\*

DB Nicole: Deutsche bank, how can I help you?

CF: Yes, hi good afternoon, how are you doing today? Um I have, I...

DB Nicole: Good, how are you?

CF: I have a couple of questions, um, before I start, do you mind, my name is Charles Ferreira, what is, um, what's your name?

DB Nicole: My name is Nicole.

CF: Nicole, and I just have a couple questions if you don't mind to verify for me that I'm trying to get a clear understanding of. If I was to open up an account over in Frankfurt Germany at Deutsche Bank, um, regarding moving some funds from Frankfurt branch, with opening an account with them, and having sent over to let's say a bank account I

have in China. Are you, if I'm in New York at your Deutsche Bank office would, somebody be able to verify that thru a transaction ID.

DB Nicole: Unfortunately we won't be able to because we are a different entity of Deutsche Bank overseas. We only handle, um, accounts here in the US. Since we are US base, private wealth.

CF: I understand OK.

DB Nicole: We don't do any business outside of the country.

CF: Ok, so if I was to come to speak to you then, wouldn't be able to verify, if I gave you a transaction ID, a SWIFT code, a UTR of any sort.

DB Nicole: No we. We wouldn't be able to verify any of that information here. I was just (unitelligible) outside of the country, only with clients I have accounts in the US.

CF: Ok. OK, and , um, I'm sorry , I didn't catch your name? Your name is Nicole.

DB Nicole: Yes.

CF: and what is your last name?

DB Nicole: It's (Tsychoviats) [NAME IS HARD TO SPELL OVER RECORDING]

CF: Would you be able to spell that for me?

DB Nicole: and what is this in regards to?

CF: no, I would just like to know, if I call you again, I was just trying to get some understanding. So if I call them over there at least I know I spoke to you.

DB Nicole: I am the only one that answers this phone.

CF: ok and your in the Deutsche Bank.

DB Nicole: Yes that is correct. In New York, Park Avenue.

CF: Ok. And so would you mind to spell the last name so I have it. Is that ok?

DB Nicole: uhhh. Unfortunately I don't feel comfortable doing that.

CF: OK. Alright. Um. Alright that's fine. Um. Ok well, I appreciate your help actually just verifying that information. I was, I was getting confusion of some sort because when I spoke to the Frankfurt branch. I didn't know if I was able to, if in New York, to get verification, but I believe you clarified that all up to me today.



DB Nicole: Yes.

CF: Ok. Alright, thank you very much.

DB Nicole: Alright, have a good weekend sir.

CF: Thank you. Bye.

DB Nicole: Bye.

# **EXHIBIT 5**

서울특별시 서초구 서초대로 266,11층  
(서초동, 한승아스트라빌딩)  
[별지 제41호서식]

공증  
인가 법무법인 을지

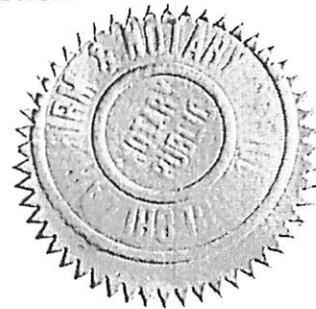
(전화) 02-2055-2145  
(팩스) 02-2055-2141

Registered No. 2018 - 149

# NOTARIAL CERTIFICATE

ULCHI LAW FIRM & NOTARY OFFICE  
Lee Jae-Won, Kim Si-Kyuk, Cha Hung-Kweon

266,seocho-daero, seocho-gu,11th  
Seoul, KOREA



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
AJ Energy LLC,

Plaintiff,

FED. Case: No.18-cv-03735-  
JMF (BCM)

-against-

WOORI BANK, and DOES 1 through 50,  
inclusive,

Defendant.  
-----X



**DECLARATION OF KWAK, IL-YONG**

Kwak, Il-young, hereby declare and state:

I am a citizen of the Republic of Korea and am personally involved and informed in the matter regarding Woori Bank's theft.

1. My company is named YS Tech, Holdings Ltd.
2. On September 24, 2015 I entered into a contract to purchase precious commodities with AJ Energy, LLC's Korean Partner Company NRG Co. Ltd. and became a partner in the investment, along with AJ Energy and NRG.
3. On October 7, 2017 Deutsche Bank AG transferred 3 Billion Euros into Woori Bank's common account number W10240001KR. After being notified of the transaction I went to Woori Bank's headquarters in Seoul, South Korea, to request verification of the transfer of the funds.
4. I was informed that the funds would be transferred into NRG's account within three business days. Initially the managers of Woori Bank confirmed the transaction, but after a week they changed their attitude and claimed the funds were never transferred into Woori Bank's common account with Deutsch Bank, AG.

5. After facing these difficulties with Woori Bank, I filed a civil complaint against Woori Bank with the Financial Supervisory Services (FSS) in Seoul, Complaint Number 201513806, on November 30, 2015 to request verification of the transfer of the 3 Billion Euros, for investment into precious commodities in Korea.

6. I submitted an official receipt from Deutsche Bank AG, Frankfurt. The FSS is South Korea's integrated financial regulatory body. It principally carries out examinations of financial institutions along with enforcement and oversight activities, including consumer protection of financial services, directed by the Financial Service Commission of Korea (FSC)

7. On December 14, 2015, Woori Bank's Customer Service Manager, Mr. Kang Chi-Hun, replied that no transfer record of the 3 Billion Euro existed and suggested to check with Deutsche Bank, AG.

8. On August 1, 2016, I filed another civil complaint (Number: 201608689) with the FSS. On August 19, 2016, the FSS replied to the civil complaint attached with documents supporting our claims, such as an official letter from Henry Richotte, COO of Deutsche Bank AG, SWIFT MT199. The FSS replied that our case is considered an "internal matter" that should be investigated and resolved by the financial institutions in question and not the FSS. The FSS notified Woori Bank of the civil complaint for self-investigation and resolution

9. Lee Kwang-goo, the CEO of Woori Bank, replied to the civil complaint on August 18, 2016 (Woori Bank CEO no. 070-0896), stating that the account W1024001KR does not exist. Lee Kwang-goo categorically denied that Woori Bank received the funds and claimed that he received verifications from Deutsche Bank Seoul that the transaction did not occur, even claiming that Deutsche Bank Seoul checked with Henry Richotte, the COO of Deutsche Bank AG, to find no record of such transactions, when all they did was enquire with Deutsche

BankSeoul.

10. I found it very suspicious that then CEO Lee Kwang-goo would verify with Deutsche Bank Seoul and not directly with Deutsche Bank AG, especially after numerous SWIFT MT199 and letters from Deutsche Bank AG had been sent to his bank and the FSS verifying our claims to the 3 billion euros. In addition, to my knowledge and common sense Deutsche Bank Seoul would neither have access nor the right to such records. Only Deutsche Bank AG in Frankfurt Germany, the actual sending entity, would have them. Not once did Woori Bank nor the FSS attempt to receive verifications with Deutsche Bank AG, the actual sending bank, even after submitting numerous documents from Deutsche Bank AG, supporting our claims.

11. November 8, 2016, I submitted yet another civil complaint, Number: 201612793 requesting that the FSS investigate the verifications made by Deutsche Bank, Seoul.

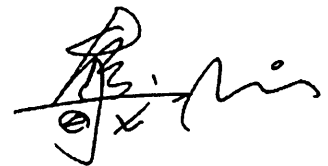
12. I specifically asked whether official documents exist regarding verifications made by Deutsche Bank Seoul, particularly the claim that Deutsche Bank Seoul checked with Deutsche Bank AG COO, Henry Richotte, and found no such record of the 3 billion Euro transfer. On Nov. 28, 2016, the FSS again ruled that this case is an internal matter to be self-investigated and resolved by the financial institution in question. Neither Deutsche Bank Seoul nor the FSS replied to our queries to this date.

I, Kwak Il-young swear under penalty of perjury that the foregoing is true and correct and that I can and will testify competently hereto with the help of a translator.

Dated: 07/24/2018

---

Kwak, Il-young



서울특별시 서초구 서초대로 266,11층  
(서초동,한승아스트리빌딩)  
[별지 제42호서식]

공중  
인가 **법무법인 을지**

(전화) 02-2055-2145  
(팩스) 02-2055-2141

등부 2018 년 제 149호

Registered No. 2018-149

**인 증**

**NOTARIAL CERTIFICATE**

KWAK,IL-YONG-----

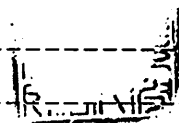
위 궤일용 진술서-----

에 기재된 궤일용-----

personally appeared before me and  
admitted his(her) subscription to the

은 본 공증인의 면전에서 위 사서증서에  
자기가 서명 - 한 것임을 자인하였다.

attached DECLARATION OF KWAK,  
IL-YONG.-----



2018년 07월 27일

This is hereby attested on this

이 사무소에서 위 인증한다.

27th day of Jul. 2018 at this office.

공증사무소 명칭

Name of the office

공중 **법무법인 을지**  
인가

**ULCHI LAW FIRM & NOTARY OFFICE**

Lee Jae-Won, Kim Si-Kyuk, Cha Hung-Kweon

소 속 서울중앙지방검찰청

Belong to Seoul Central

소재지표시

District Prosecutor's Office

서울특별시 서초구 서초대로 266,11층  
(서초동,한승아스트라빌딩)

Address of the office

266,seocho-daero, seocho-gu,11th

Seoul, KOREA

공증인 공증담당변호사

Signature of the Notary Public

**Kim Si-Kyuk**

본 사무소는 인가번호 제1986-10호에 의거하여  
1986년 01월 20일 법무부 장관으로부터  
공증인 업무를 행할 것을 인가 받았다.

This office has been authorized by the  
Minister of Justice, the Republic of  
Korea, to act as Notary Public Since  
20, Jan. 1986 Under Law No.1986-10.

# **EXHIBIT 6**



**SALES AND PURCHASE AGREEMENT  
FOR  
GOLD BULLION BARS**

TRANSACTION CODE	YWS-15-09-004
SELLER'S CODE	YST-81294
BUYER'S CODE	RJ-95004

This Sales and Purchase Agreement for Gold(AU) Bullion Bars and entered into an execution on This day of 24th September, 2015 by and between the following parties.

**1. SELLER PARTY**

Seller's Name IL YONG KWAK  
 Seller's Company YS TECH HOLDINGS CO., LTD.  
 Business Registration No. 229-87-00145  
 Seller's Address 122 Wangsan-ro, Dongdaemoon-gu, Seoul, Korea  
 Nationality Korea

**2. BUYER'S PARTY**

Buyer's Name Robert Kim  
 Buyer's Company NRG CO., Ltd.  
 Business Registration No. 220-87-62654  
 Buyer's Address 312-1 ~~Seongpa-dong, Seongpa-gu, Seoul, Korea~~  
 Nationality USA

3. The Seller has the full authority, and right to sell the Gold (AU) Bullion Bars. The commodity is good, clear, unencumbered and enters this sales and purchase agreement (SPA) for Gold Bullion Bars under the Transaction Code:
4. The Buyer confirm with full corporate authority and legal responsibility, that the buyer is ready willing and able (RWA) to purchase the said commodity with funds that are good, clear, unencumbered and non-criminal origin and payable in EURO, USD and KRW.
5. In consideration of the mutual interests and covenant, both parties hereby confirm with full corporate and legal responsibility and unconditionally agree on the following terms and conditions as stipulated hereunder.

Seller legal signatory

-1-

Buyer legal signatory




**6. TERMS AND CONDITIONS**

Commodity	Gold (AU) Bullion Bars
Size	1.0 Kilogram per bar
Purity	Fineness 999.5 or better
Age	Less than(5) Years old
Hallmark	LS-NIKKO
Payment	Ledger to Ledger
Currency	Euro, USD, and or KRW
Price	LBMA second fixing price for AU metal, will be 15% Gross, 12% Net.
Commission	Total 3.0%, 1.5% Seller side (closed), 1.5% Buyer side (open)
Quantity	100MT (First tranche 25MT with rolls and extensions)
Delivery Point	LS-Nikko or Safe Warehouse in Korea

**7. DOCUMENTS**

Certificate of Ownership  
Certificate of Origin  
Assay Report  
Certificate of Purity  
Inspection Report  
Receipt of Duty Payment  
Export Permit

**8. PROCEDURE**

- 8-1. Seller/Seller's authorized representative issues Sales and Purchase Agreement to Buyer/Buyer's authorized representative, together with the following:

Copy of the Seller's Passport

The SPA signed by the Seller and sent to the Buyer

- 8-2. Buyer accepts and returns the signed SPA together with the following

Copy of Buyer's Passport

- 8-3. Buyer and Seller sign this agreement by email initially, and exchange Four(4) originals, Two(2) originals to the Buyer and Two original to the Seller and lodge the agreements in their respective Banks at the Table Top Meeting(TTM)

- 8-4. Buyer and Seller lodge final SPA, NCNDA, and IMFPA at the respective Banks

Seller legal signatory

-2-

Buyer legal signatory

8-5. Subject to Article 8-3 being completed and within Three(3) banking days after signing




this agreement by E-mail attachment, Buyer and Seller will have TTM at the Seller's Bank in Seoul. Buyer will authorize the Bank to validate his Proof of Fund (POF) in the form of the text of Bank verification of account in the Attached Appendix 2 and the Funds are confirmed by the paying Bank

- 8-6. After positive verification of the said Buyer POF within ten (10) Banking days of TTM, Buyer's Bank officer will verify the Seller's Proof of Product (POP), the original Warehouse Receipt Issued by the Security Warehouse in Korea. Upon Buyer's Bank officer receiving confirmation of the authenticity of the Warehouse Receipt and subject to the following Paragraph, the Buyer's Fund shall be automatically blocked for this transaction. Buyer will assist to open an account at Buyer's Bank if necessary.
- 8-7. The next day after both the Buyer and Seller have validated the POF and POP documents, the Seller and Buyer will meet at the Seller's Bank in Korea and the Seller shall allow the Buyer to authenticate and verify the Gold Bullion (AU) Physically at the Warehouse to confirm quantity and quality of the AU for the transaction and inspect all relevant supporting documents provided pursuant to Article 7 herein.
- 8-8. On the same day after successfully verifying the Gold Bullion (AU) at the security Warehouse, the Seller shall transfer the said Warehouse Receipt representing the Gold Bullion to the Buyer's Name and the Buyer shall provide Full Funds release to Seller's Account. The Seller shall then hand over the true original warehouse receipt, the assay report and all other related documents (Article 7)
- 8-9. Further delivery of subsequent tranches will be made in the same way as above mentioned terms and conditions and procedures. Size/quantity of tranche and frequency of lifts are to be followed according to schedule as mutually agreed by both parties until commodity is exhausted
- 8-10. Full Funds Release equivalent in USD/EURO/KRW to the Seller's Account by LEDGER TO LEDGER automatically and irrevocably, the Seller shall transfer Ownership of the SKR representing the applicable tranche and after the commodity has been packed and loaded on the designated logistics transport plane

Seller legal signatory



-3-

Buyer legal signatory



9. NON-CIRCUMVENT & NON-DISCLOSURE

Seller and Buyer accept and agree to the provision of the International Chamber of Commerce, Geneva, Switzerland, for non-circumvent and non-disclosure, with regard to all and every one of the third party assigns with full reciprocation for a period of 5(five)Years from the last performance of delivery.

10. APPLICATION

10-1. Parties agree that the language of this SPA is in English. It is further agreed that any controversy, or dispute arising out and or relating to any part or the whole of this agreement or breach thereof and which cannot be settled between the signatories themselves, shall be settled by and through binding arbitration in accordance with the rule of the ICC International Chamber of Commerce

10-2. Any decision and or award made by the arbitration shall be final, conclusive and binding on the parties and enforceable law in the country of choice of an award by the arbitrators, in the event of dispute, Seoul, Korea law shall apply. The arbitration conducted in the English language and Court of arbitration shall be in London, United Kingdom.

11. OTHER CONDITIONS

11-1. Both parties agree to follow the instruction described in the procedure of the SPA. If there is any change by any parties, a meeting must be held and both sides must acknowledge the alteration mutually sign in this contract

11-2. The parties may assign this agreement without the prior written consent of the other party, except that either party may, without the consent of the other, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligation of the assignor under the agreement. The rights and obligations of this agreement shall bind and benefit any successors or assigns of the parties.

11-3. All signatories hereto acknowledge that they have read and each party fully understands the terms and conditions contained in this agreement. And by their initials

And signature hereby unconditionally agree to its terms as of the date noted here in.

11-4. When the parties to a dispute arise from this agreement the Seller and Buyer is amicably resolved by discussion do not ask the civil and criminal liability.

Seller legal signatory



-4-

Buyer legal signatory



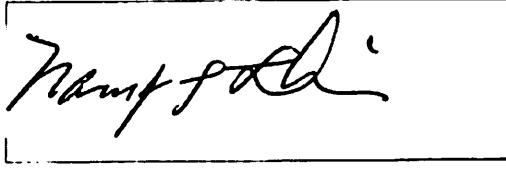
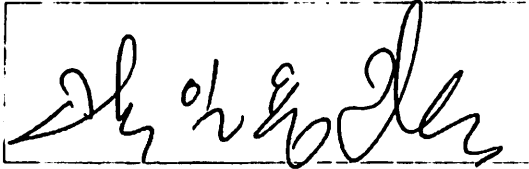
SIGNATORIES BELOW ARE BOTH PERSONAL AND CORPORATE LIABILITIES

The Seller

For and on behalf of:

Name IL YONG KWAK  
Title CEO  
Passport No. M44239197

Name NAM JONG LEE  
Title MANDATE  
Passport No. MO5990105

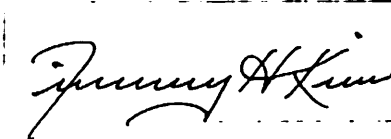
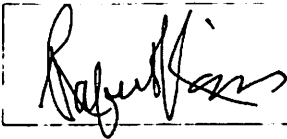


The Buyer

For and on behalf of:

Name ROBERT KIM  
Title CEO  
Passport No. USA 711111310

Name JIMMY KIM  
Title CFO  
Passport No. USA 485281454



Seller legal Signatory

-5-

Buyer legal Signatory



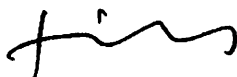
**ANNEX A: BANKING DETAILS****SELLER'S TRANSACTION BANK**

<b>BANK NAME</b>	Woori Bank
<b>BRANCH</b>	Head Office
<b>ADDRESS</b>	
<b>SWIFT CODE</b>	HVBKCRSE
<b>ACCOUNT NAME</b>	YS TECH HOLDINGS CO., LTD.
<b>ACCOUNT NUMBER</b>	1081-000-678472
<b>BANK OFFICER</b>	
<b>BANK PHONE NUMBER</b>	+82-2-2006-5000
<b>BANK FAX NUMBER</b>	

**BUYER'S TRANSACTION BANK**

<b>BANK NAME</b>	Woori Bank
<b>BRANCH</b>	Hyundai Knowledge Industrial Center
<b>ADDRESS</b>	70 Doosan-ro, Geumcheon-gu, Seoul Korea
<b>SWIFT CODE</b>	HVBKCRSE
<b>ACCOUNT NAME</b>	NRG CO. LTD
<b>ACCOUNT NUMBER</b>	1081-400-676393
<b>BANK OFFICER</b>	Mr. Young Chul Kim
<b>BANK PHONE NUMBER</b>	+82-2-2104-6780
<b>BANK FAX NUMBER</b>	

Seller legal Signatory



-6-

Buyer legal Signatory



# **EXHIBIT 7**



# MAYBROOK FINANCIAL GROUP LIMITED

11 Church Road, Great Bookham, Surrey, KT23 3PB, UK  
Private limited Company. Company number 08096940.

## PROVIDER - TRANSFER SLIP INFORMATION

NOTIFICATION : BANK ADVICE DELIVERY STATUS (SENT)  
MESSAGE ACK PRIORITY/DELIVERY : URGENT  
PAYMENT REFERENCE : DEUT997856743216  
CLEARING HOUSE : DEUT-HEBA37890672  
IMAD NO. : 090512DEUTDEFFXXX886479  
TRANSACTION CODE : DEUT:DEUT:HVBK/MFGL-AJE/10/02.2017  
SERVER ID : AS8373  
SERVER IP : 193.150.166.0/24 / 193.150.166.0/243  
SORT CODE : 678 691 681

## SENDER

BANK NAME : DEUTSCHE BANK AG  
BANK ADDRESS : TAUNUSANLAGE 12, FRANKFURT AM MAIN, GERMANY  
APPLICANT : MAYBROOK FINANCIAL GROUP LIMITED  
COMPANY REG. NUMBER : 08096940  
ACCOUNT NUMBER : 947259564  
SWIFT CODE : DEUTDEFFXXX  
AMOUNT : EUR 5,000,000,000.00  
TRANSACTION ID : 090512DEUTDEFFXXX886479  
IDENTITY CODE : 27C DE FR DE 17BEH 27C  
UTR : DEUT997856743216

## RECEIVER

BANK NAME : WOORI BANK  
BANK ADDRESS : 203, HOEHYEONDONG 1-GA, JUNG-GU, SEOUL,  
KOREA  
ACCOUNT NAME : AJ ENERGY, LLC  
ACCOUNT NO. : 1081-400-728598  
SWIFT CODE : HVBK KRSE





# MAYBROOK FINANCIAL GROUP LIMITED

11 Church Road, Great Bookham, Surrey, KT23 3PB, UK  
Private limited Company. Company number 08096940.

-----MESSAGE TEXT-----

WE, DEUTSCHE BANK AG LOCATED AT TAUNUSANLAGE 12, 60325 FRANKFURT AM MAIN, GERMANY WITH FULL BANK RESPONSIBILITY HEREBY PRESENT OUR UNCONDITIONAL, IRREVOCABLE, ASSIGNABLE, TRANSFERABLE CASH BACKED STANDING IP SPECIAL TRANSFER SWIFT FOR FURTHER CREDIT TO AJ ENERGY, LLC WITH WOORI BANK ACCOUNT NUMBER 1081-400-728598 IN THE AMOUNT OF EUR 5,000,000,000.00 (FIVE BILLION EUROS) FOR PROJECT INVESTMENTS AND DEVELOPMENT (TRANSACTION CODE: DEUT:DEUT:HVBK/MFGL-AJE/10/02.2017, TRANSACTION ID: 090512DEUTDEFFXXX886479, AGREEMENT NUMBER: DEUT:DEUT:HVBK/MFGL-AJE/02.2017). WE HEREBY CONFIRM THAT THESE FUNDS ARE CLEAN AND CLEAR FROM ANY LEGAL ISSUE FOR AND ON BEHALF OF DEUTSCHE BANK FRANKFURT AM MAIN FOR BENEFIT OF AJ ENERGY, LLC.

-----MESSAGE TRAILER-----

Transaction ID : 090512DEUTDEFFXXX886479  
Transaction code : DEUT:DEUT:HVBK/MFGL-AJE/10/02.2017  
Reference No. : DEUT997856743216  
Date recorded : 13.02.2017 - 14.57.45 / 14.59.24  
Signatory Approved

\*\*\*\*\*END OF MESSAGE\*\*\*\*\*

## DEUTSCHE BANK AG OFFICERS AUTHORIZATION

Dr. Marcus Schenck  
Chief Financial Officer

PIN: 02569

SSN: 021167677

ZIP code: 03275

SIC code: 9231

Director ID: 916696857

Phone +49 69 910 32010-60 /odder/ +49 69 910 31 183

Steuer ID: DE 114103379

Mr. Stuart Lewis  
Chief Risk Officer

PIN: 93752

# **EXHIBIT 8**

## [FWD: PAYMENT FOR FURTHER CREDIT TO AJ ENERGY, LLC]

Received:  May 23, 2018 9:32 PM

From: alexander@aj-energy.com

To: camlawyer camlawyer@protonmail.com

----- Original Message -----

Subject: PAYMENT FOR FURTHER CREDIT TO AJ ENERGY, LLC

From: Dr. Marcus Schenck <[marcus.schenck@db.com](mailto:marcus.schenck@db.com)>

Date: Thu, February 16, 2017 6:39 pm

To: [Alexander@aj-energy.com](mailto:Alexander@aj-energy.com)

Dear Mr. Park and Mr. Lee:




I am forwarding to you the screen copy of transaction ID DEUT:DEUT:HVBK:/MFGL-AJE/10/02.2017 between our client Maybrook Financial Group and AJ Energy LLC and two pages of pre-advise letter.

Sincerely,

Dr. Marcus Schenck  
Deutsche Bank AG, Frankfurt

---

 3 files attached

 1Screen5bWB.AJE.13.02.png (636.17 KB)  MaybrookPreadvise13.02.1.jpg (655.85 KB)  MaybrookPreadvise13.02.2.jpg (722.43 KB)

# **EXHIBIT 9**

## JOINT VENTURE AGREEMENT FOR INVESTMENT

This agreement is entered into on the 21st day of September 2015

### BETWEEN;

**HESTIUN FINANCE LIMITED**, whose administrative office is 2<sup>ND</sup> Floor, Lawford House, 4 Albert Place, London N3 1 QA, United Kingdom, with Incorporation number 6955493, represented by **Julian Richard Beardsley**, with passport number 800374990, issued by The United Kingdom.  
*Hereinafter referred to as "Provider"*

### AND

**AJ ENERGY LLC**, whose administrative office is 1401 Dove Street, Suite 220, Newport Beach, CA 92660, USA, legally registered in Nevada, USA with registration number NV20101355402, represented by **Alexander Bobarykin** with passport number 506342990, issued by The United States.  
*Hereinafter referred to as "Arranger and Co-Manager"*

### AND

**NRG CO., LIMITED**, whose administrative office is Songpa-gu, Songpa-dong 32-1, Kyungnam Lakepark #206, Seoul, Korea, with company registration number 220-87-62654, represented by **Robert Kim**, with passport number 530879197, issued by The United States.  
*Hereinafter referred to as "Co-Manager"*

### AND

The two Co-Managers together shall be referred to as "Co-Managers."

### GENERAL PROVISIONS OF AGREEMENT

WHEREAS, this is a Joint Venture Agreement between three experienced commercial entities, who have a desire to make and manage investments in the Republic of Korea.

WHEREAS, this Joint Venture Agreement accepts that all entities have conducted the appropriate Due Diligence on their respective sides of the agreement, and can accept that the cash funds provided are all from legal non-criminal origin, are free from all ties and liens, and are good clean clear funds, and that all entities to this agreement shall use the full regulatory compliance of the banking system to conduct transactions between each other.

THEREFORE IT IS AGREED AS FOLLOWS;

#### 1. OBLIGATIONS AND REPRESENTATION

1. Arranger/Co-Manager represents that it will arrange the investment funds from Provider for management with Co-Manager.
2. Provider will act solely as the funding source and will not be involved in the daily business activities of the Co-Managers.
3. Provider grants full Power of Attorney to Co-Managers for carrying on business of the agreed upon terms of use of funds.
4. Provider represents that the financial server cash funds of a face value of Three Billion Euros (€3,000,000,000.00) which are available at Deutsche Bank AG, AM Main Frankfurt, Germany, and Provider is ready to make available

FIRST PARTY:



SECOND PARTY:



THIRD PARTY:



these server cash funds to the "common account" in Deutsche Bank AG in favor of and for further benefit of the Co-Managers.

5. Provider represents that Hestiun Finance Limited is the lawful owner of the proposed funds.
6. Co-Managers attest that it has completed all arrangements with their bank to receive the said funds from the "common account" in Deutsche Bank AG.
7. Co-Managers represents to have special experience in the areas of legal services, banking, interbank screen transaction, investment in different projects, management of server cash funds, issuing of securities, as well as work on securities markets.

## EXHIBIT A

### STANDARD TERMS AND CONDITIONS

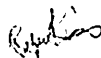
#### 1. TERMS

- 1 **Contract Commencement:** This Contract is effective as of the date specified herein and shall remain in full force and effect until the obligations of each entity have been totally fulfilled.
- 2 **Force and Effect:** This Contract shall be binding upon the entities, their corporate officers, and any successors to corporate positions taken after this contract has come into effect.
- 3 **Funds:** All Funds transferred to and from all accounts contained herein are warranted to be good, clean and cleared funds of non-criminal origin, and that any funds earned or otherwise derived from this contract shall not be used for any form of Arms Purchase, Trade or Sale; Terrorism or Terrorist Funding; Funding Criminal Activity; Funding the Production, Supply and Sale of Controlled Substances; or for any illicit purposes that can be used in anti-social purpose.
- 4 **Taxes, Institutional Cost:** Entities, individually and separately, accept liability for taxes, impost levies, duties charges and any other institutional costs that may be applicable in the execution of the respective roles.
- 5 **Commission Fees:** Each entity shall be responsible only for those commissions and fees that they have agreed in writing to pay. Each entity shall be responsible only for those commissions and fees that they have agreed in writing to pay. Each entity shall indemnify and hold harmless the other entity against any claim, demand or expense from any third party, however arising. *Payments to Intermediaries and brokers are the sole responsibility of each entity and shall not enter into any agreement with any Intermediary or Broker as there are official limits to what can be paid which each entity adheres to.*
- 6 **Non-circumvention; Non-Disclosure:** All entities agree to respect the other's proprietary interest(s) and also abide by the standards of non-circumvention and non-disclosure as outlined by the International Chamber of Commerce, Paris, France; said standards are hereby made an integral part of this Contract by this reference.
- 7 **Modifications and Language:** Any Modification to this Contract shall be made in writing, in the English Language and is to be executed by each entity as a condition precedent to the implementation of such modification.
- 8 **Banking Co-ordinates:** Shall be delivered on the Business/Asset Management Agreement.
- 9 **Codes:** The entities agree that the Individual Addendum number shall be applied to each and every financial transaction between them, and that by so doing each entity has an immediate reference to the receipt of funds. The Individual Addendum number shall remain the same for the whole period of the contract.
- 10 **Notices:** Any notice to be given hereunder by either entity to the other shall be in writing and delivered by either certified mail or scanned email to the last address provided by the entities on their CIS to each other.

FIRST PARTY:



SECOND PARTY:



THIRD PARTY:



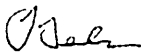
## 2. APPLICATION

- 1 **Jurisdiction and Disputes:** This Contract shall be governed by and construed under the laws of England and Wales, and the venue for jurisdiction for any disputes arising out of this contract shall be England and Wales, hearings can be in any Court of this jurisdiction so appointed by the aggrieved entity. The Language of any such action shall be English.
- 2 **Arbitration:** In the event that any aspect of this Contract is disputed by one of the entities and cannot be resolved, the entities agree to have their dispute arbitrated under the Rules of Reconciliation protocols of the Chartered Institute of Arbitrators, London United Kingdom, then in force. Judgement upon reward shall be limited to the total documented value of this Contract, plus fees and expenses, liquidated damages as determined by the Arbitrator and any incurred legal fees, and may be entered in any Court of competent jurisdiction.

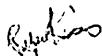
## 3. MISCELLANEOUS

- 1 **Default:** In the event entities fails to perform their respective obligations or otherwise is in default hereof by any reason of any act of omission which constitutes gross negligence, willful misconduct or misrepresentation, perjury or malfeasance, the injured and aggrieved entity, in his sole discretion, upon giving of due notice to the defaulting party, may (1) terminate this Contract; (2) suspend the operation of this Contract pending the determination and effecting of a satisfactory remedy of the default within (5) five banking days.
- 2 **Number and Gender:** Whenever used in this Contract, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a firm, Trust, company or corporation all as the context and meaning of this Contract may require.
- 3 **Further Assurances:** The entities to this Contract shall promptly execute and deliver any and all additional documents, instrument, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Contract and to carry out the intent of the entities.
- 4 **Amendment:** This Contract may be altered, amended, or repealed only in writing signed by the entities, except in the event of substantive default, wherein the opposing entity may unilaterally declare the contract null and void.
- 5 **Title and Headings:** The article, section, and paragraph titles and headings contained in this Contract are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Contract or any of its provisions.
- 6 **Time of the Essence:** Time is of the essence of every provision of this Contract that specifies a time or time frame for performance.
- 7 **No Third Party Beneficiary Intended:** This Contract is made solely for the benefit of the entities to the Contract and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Contract.
- 8 **Joint Venture, Agency or Partnership:** The entities acknowledge that the Contract between them is a Joint Venture Funding Contract and not an Agency or a Partnership Agreement.
- 9 **Confidentiality:** The entities agree that the subject matter of this Contract constitutes a private transaction between the three principals, and that said subject matter shall be treated with the utmost confidence, any entity divulging this Contract, its contents, its parties or any such act, shall immediately be treated as a Breach of the Contract, and the Contract shall be immediately terminated with the loss of financial gains due or to be due to be paid under the Contract..
- 10 **Disclosure:** The entities agree not to disclose their identity or performance to any third party, other than the lodging of the Contract with their relevant banks for Due Diligence purposes.
- 11 **Pledge:** The Collateral Provider hereby makes this solemn pledge that the funds generated to him shall not be used in anyway, either directly or indirectly, for the purchase and sale of weapons and/or arms, the funding of terrorism or terrorists, the funding of the manufacture, distribution and sale of illegal drugs, funding of organised crime or single criminal acts, the trafficking of human beings or body parts or for any antisocial, anti Human Right or any act that be socially unacceptable in or on any part of the world.

FIRST PARTY:



SECOND PARTY:



THIRD PARTY:



In witness, on this 21<sup>st</sup> day of September, 2015, all the terms and conditions stated herewith are accepted by both parties.

For and/on behalf of COLLATERAL PROVIDER:  
**HESTIUN FINANCE LIMITED**



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*Authorized Signatory*  
**NAME: Julian Richard Beardsley**  
**POSITION: DIRECTOR**  
**PASSPORT: 800374990**  
**COUNTRY: United Kingdom**  
**ISSUE : 26 February 2007**  
**EXPIRY: 26 March 2017**

For and/on behalf of ARRANGER/CO-MANAGER:  
**AJ ENERGY LLC**



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*Authorized Signatory*  
**NAME: Alexander Bobarykin**  
**POSITION: CEO**  
**PASSPORT: 506342990**  
**COUNTRY: United States**  
**ISSUE : 20 June 2015**  
**EXPIRY: 19 June 2025**

For and/on behalf of CO-MANAGER:  
**NRG CO., LTD**



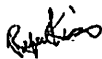
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*Authorized Signatory*  
**NAME: Robert Kim**  
**POSITION: CEO**  
**PASSPORT: 530879197**  
**COUNTRY: United States**  
**ISSUE : 15 September 2015**  
**EXPIRY: 14 September 2025**

FIRST PARTY:



SECOND PARTY:



THIRD PARTY:







# **EXHIBIT 10**

TRANSACTION CODE:

DATE: 5 August 2015

**BUSINESS/ ASSETS MANAGEMENT AGREEMENT**

This "Business/ Asset Management Agreement (BA) is signed/ executed on August 5, 2015 by and between:

**PARTY A-PROVIDER:**

<b>COMPANY:</b>	HESTIUN FINANCE LIMITED
<b>REPRESENTED BY:</b>	MR. JULIAN RICHARD BEARDSLEY
<b>ADDRESS:</b>	2 <sup>ND</sup> FLOOR, LAWFORD HOUSE, 4 ALBERT PLACE, LONDON N3 1 QA, U.K.
<b>COUNTRY:</b>	UNITED KINGDOM
<b>PASSPORT NO.:</b>	800374990
<b>PLACE OF ISSUE:</b>	UNITED KINGDOM
<b>DATE OF ISSUE:</b>	26/02/2007
<b>DATE OF EXPIRY:</b>	26/03/2017

HEREINAFTER REFERRED TO AS PARTY A OR "THE FIRST PARTY"  
AND

**PARTY B-RECEIVER:**

<b>COMPANY NAME:</b>	NRG CO. LIMITED
<b>ADDRESS:</b>	SONGPA-GU, SONGPA-DONG 32-1, KYUNGNAM LAKEPARK #206, SEOUL, KOREA
<b>REPRESENTED BY:</b>	JIMMY KIM
<b>PASSPORT NO.:</b>	485281454
<b>PLACE OF ISSUE:</b>	USA
<b>DATE OF ISSUE:</b>	06/07/2011
<b>DATE OF EXPIRY:</b>	05/07/2021
<b>NAME OF BANK:</b>	WOORI BANK
<b>BANK ADDRESS:</b>	HYUNDAI KNOWLEDGE INDUSTRIAL CENTER, 70 DOOSAN-RO, GEUMCHEON-GU, SEOUL, KOREA
<b>ACCOUNT NUMBER:</b>	1081-400-676393
<b>IBAN:</b>	
<b>ACCOUNT NAME:</b>	NRG CO. LTD
<b>SWIFT CODE:</b>	HVBKRRSEXXX
<b>BANK OFFICER:</b>	MR. YOUNG CHUL KIM
<b>BANK OFFICER'S TEL:</b>	+82 2 2104 6780

HEREINAFTER REFERRED TO AS: PARTY B OR "THE SECOND PARTY"

Having all necessary power and authority, and acting according to existing laws, to conclude the present "Business Agreement (hereinafter" BA")

**RECITAL&REPRESENTATION:**

• WHEREAS PARTY A REPRESENTS THE FINANCIAL SERVER CASH FUNDS OF A FACE VALUE OF THREE BILLION EUROS WITH ROLLS AND EXTENSIONS WHICH ARE AVAILABLE AT DEUTSCHE BANK AG, AM MAIN FRANKFURT, GERMANY, AND PARTY A IS READY TO MAKE AVAILABLE THESE SERVER CASH FUNDS TO THE "COMMON ACCOUNT" IN DEUTSCHE BANK AG IN FAVOR OF AND FOR FURTHER BENEFIT OF WEHRHAHN GMBH ACCORDING TO THE AFFIDAVIT OF OWNERSHIP TO BE ISSUED BY PARTY A.

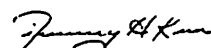
• WHEREAS PARTY A REPRESENTS THAT HESTIUN FINANCE LIMITED IS THE LAWFUL OWNER OF THE PROPOSED FUNDS.

• WHEREAS PARTY B ATTESTS THAT IT HAS COMPLETED ALL ARRANGEMENTS WITH THEIR BANK TO RECEIVE THE SAID FUNDS FROM THE "COMMON ACCOUNT" IN DEUTSCHE BANK AG. PARTY B ALSO CONFIRMS IRREVOCABLY THAT IT HAS THE MONETARY RESOURCES AND ITS READINESS WITH CASH TO PAY THE REQUIRED AMOUNT, DUE AS PER THIS AGREEMENT TO PARTY A ACCORDING TO THE MUTUALLY AGREED SCHEDULE UPON PARTY A PRESENTING A SCANNED COPY OF BANK INFORMATION "TRANSFER SLIP".

THE FIRST PARTY:



THE SECOND PARTY:



TRANSACTION CODE:  
DATE: 5 August 2015

• WHEREAS, THE PARTIES HAVE SPECIAL EXPERIENCE IN THE AREAS OF LEGAL SERVICES, BANKING, INTERBANK SCREEN TRANSACTION, INVESTMENT IN DIFFERENT PROJECTS, MANAGEMENT OF SERVER CASH FUNDS, ISSUING OF SECURITIES, AS WELL AS WORK ON SECURITIES MARKET, NECESSARY FOR EXECUTION OF THIS TRANSACTION;

• WHEREAS, IT IS AGREED BY THE PARTIES TO SET FORTH CONDITIONS AND THEIR COVENANTS IN WRITING; NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE PARTIES HEREBY AGREE AS FOLLOWS:

- PARTY A, DECLARES THAT SERVER FUNDS IN DEPOSIT AT DEUTSCHE BANK AG, IN THE AMOUNT OF THREE BILLION EURO, IS READY TO MAKE AVAILABLE SERVER CASH AND TRANSFER THE SERVER CASH TO A "COMMON ACCOUNT" IN DEUTSCHE BANK AG IN FAVOR OF AND FOR BENEFIT TO PARTY B.

**PAYMENT COMMITMENT:**

- PARTY B HEREBY IRREVOCABLY COMMITS AND UNDERTAKES TO PAY AS FULL AND FINAL SETTLEMENT FOR THE SERVER CASH FUNDS RECEIVED FROM PARTY A ACCORDING INFORMATION PROVIDED.

EACH PARTY IS RESPONSIBLE TO PAY ALL THEIR RESPECTIVE TAXES/COST (IF ANY).

**NOTE:** First tranche is € 3,000,000,000.00 (three billion euro)

**DESCRIPTION OF TRANSACTION:**

1	<b>INSTRUMENT:</b>	Server Cash Funds for Investment via Interbank Screen
2	<b>TOTAL FACE VALUE:</b>	€3'000'000'000.00 (three billion euro) with R&E * SENDER OPTION
<b>100% INCLUDING:</b>		
3	<b>SENDER SIDE</b>	50% of each transaction value
4	<b>RECEIVER SIDE</b>	50% of each transaction value
5	<b>PAYMENT:</b>	SWIFT MT103 WIRE TRANSFER
6	<b>NOTE</b>	It's understood that the amount and timing of tranches are defined between the bank officers

**3.1 TRANSACTION PROCEDURE AND RESPONSIBILITIES / OBLIGATIONS AND LIABILITIES OF THE PARTIES**

- a) PARTY A SHALL TRANSFER THE SERVER CASH FUNDS AMOUNTING TO 3 BILLION EURO AS A FIRST TRANCHE TO THE "COMMON ACCOUNT" IN DEUTSCHE BANK IN FAVOR OF AND FOR FURTHER BENEFIT TO PARTY B;
- b) PARTY A WILL SUBSEQUENTLY PROVIDE THE INFORMATION TRANSFER SLIP TO PARTY B TOGETHER WITH AN AFFIDAVIT OF OWNERSHIP AS EVIDENCE OF TRANSFER TO "COMMON ACCOUNT".
- d) PARTY B SHALL LOCATE AND CONFIRM THE FUNDS BY USING THE PROVIDED DOCUMENTS WITHIN 24 HOURS.
- e) THE SUBSEQUENT TRANCHES WILL BE CARRIED OUT FOLLOWING THE SAME PROCEDURE.

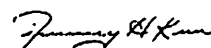
**SPECIAL PROVISIONS**

- a) [TAXES]: EACH PARTY, INDIVIDUALLY AND SEPARATELY, SHALL BEAR RESPONSIBILITY AND ACCEPTS LIABILITY FOR APPLICABLE PAYMENTS OF ANY TAX, IMPOSED, LEVIES AND DUTIES OF CHARGES THAT MAY BE FOUND APPLICABLE DURING THE FULFILLMENT OF THEIR RESPECTIVE OBLIGATIONS UNDER THIS BA AGREEMENT.

THE FIRST PARTY:



THE SECOND PARTY:



TRANSACTION CODE:

DATE: 5 August 2015

- b) [ASSIGNMENT]: THE PARTIES MAY ASSIGN OR TRANSFER ITS RIGHTS OR DUTIES IN THIS AGREEMENT WITH THE EXPRESS WRITTEN CONSENT OF THE OTHER PARTY
- c) NO COPIES OF THIS AGREEMENT TO BE DISTRIBUTED TO ANY INVOLVED INTERMEDIARIES. ONLY PRINCIPAL TO PRINCIPAL TO BE INVOLVED IN COMMUNICATION AND EXCHANGING BANKING DETAILS.

**Details Provider Bank - Party A:**

BANK NAME:	DEUTSCHE BANK AG FRANKFURT
BANK ADDRESS:	THEODOR-HEUSS-ALLEE 70 60262, FRANKFURT AM MAIN, GERMANY
SWIFT CODE:	DEUTDEFF
ACCOUNT NAME:	HESTIUN FINANCE LIMITED
ACCOUNT NUMBER:	947259564
BENEFICIARY NAME:	HESTIUN FINANCE LIMITED
SPECIAL WIRE INSTRUCTIONS	PREADVISE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER & EMAIL A NOTIFICATION IMMEDIATELY UPON EACH TRANSFER PAYMENT TOGETHER WITH THE TRANSACTIONS CODE/S TO:E-MAIL:
REQUIRED MESSAGE	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

**Details Receiver Bank - Party B:**

00	TRANSACTION CODE:	
01	Bank Name:	WOORI BANK
02	Bank Address:	HYUNDAI KNOWLEDGE INDUSTRIAL CENTER, 70 DOOSAN-RO, GEUMCHEON-GU, SEOUL, KOREA
03	Bank swift:	HVBKRRSEXXX
04	Bank Account number:	1081-400-676393
05	Bank IBAN:	
06	Account Name:	NRG CO. LTD
07-	BANK OFFICER:	MR. YOUNG CHUL KIM
08	BANK OFFICER'S TEL:	+82 2 2104 6780

**REPRESENTATIONS AND WARRANTIES:****Representations**

- (a) Organization. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct the business of the Program and the Subsidiaries.
- (b) Enforceability. This Agreement constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.
- (c) Consents and Authority. No consents or approvals are required from any governmental authority or other Person for it to enter into this Agreement. All action on the part of such party necessary for the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by such party, have been duly taken.
- (d) No Conflict. The execution and delivery of this Agreement by it and the consummation of the transactions contemplated hereby by it do not conflict with or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties or assets are bound or any law, rule, regulation, order or decree to which it or its properties or assets are subject.
- (e) Asset Manager. It has been afforded the opportunity to seek and rely upon the advice of its own attorney, accountant or other professional advisor in connection with the execution of this Agreement.

THE FIRST PARTY:



THE SECOND PARTY:





TRANSACTION CODE:

DATE: 5 August 2015

Both party shall do so in respect of each other and under this Agreement written conditions.

**MISCELLANEOUS:**

**Notice(s)**

Any modifications, amendments, addendums or follow on contracts will be executed by the two authorized signatories respectively. When signed and referenced to this agreement, whether received by mail or facsimile transmission as all and any facsimile or photocopies certified as true copies of the originals by both parties hereto shall be considered as an original, both legally binding and enforceable for the term of this agreement.

**Specific Performance; Other Rights**

The parties recognize that several of the rights granted under this Agreement are unique and, accordingly, the parties shall, in addition to such other remedies as may be available to them at law or in equity, have the right to enforce their rights under this Agreement by actions for injunctive relief and specific performance.

**Prior Agreements; Construction; Entire Agreement**

This Agreement, including the Exhibits and other documents referred to herein (which form a part hereof), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between them as to such subject matter and all such prior agreements and understandings are merged herein and shall not survive the execution and delivery hereof. In the event of any conflict between the provisions of this Agreement and those of any Joint Ventures Agreement, the provisions of the applicable Joint Venture Agreement shall control.

**Amendments**

This Agreement may not be amended, altered or modified except (i) upon the unanimous by instrument in writing and signed by each of Investor and Asset Manager.

**Severability**

If any provision of this Agreement shall be held or deemed by a final order of a competent authority to be invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this Agreement shall be construed as if such invalid, inoperative or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions.

**Counterparts**

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to each of the other parties.

**Applicable Law; Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Paris. The parties consent to the exclusive jurisdiction of the Paris shall be preceded with the according to the principal of the ICC, with any civil action concerning any controversy, dispute or claim arising out of or relating to this Agreement, or any other agreement contemplated by, or otherwise with respect to, this Agreement or the breach hereof, unless such court would not have subject matter jurisdiction thereof, in which event the parties consent to the jurisdiction of the ICC as above indicated. The parties hereby waive and agree not to assert in any litigation concerning this Agreement the doctrine of forum non-convenient.

**Waiver of Jury Trial**

THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

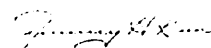
**Arbitration**

Every attempt shall be made to resolve disputes arising from unintended or inadvertent violation of this contractual agreement as far as possible amicably. In the event that adjudication is required local legal process

THE FIRST PARTY:



THE SECOND PARTY:



TRANSACTION CODE:  
DATE: 5 August 2015

shall be preceded with according to the principal of the ICC as above indicated. Where judicial resolution is not thereby achieved, this matter shall be settled by the ICC itself and the decision of which all Parties shall consider to be final and binding. No State court of any nation shall have subject matter jurisdiction over matters arising under this Agreement.

#### **No Rights of Third Parties.**

(i) this Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective members, successors and assigns subject to the express provisions hereof relating to successors and assigns, and (ii) no other Person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

#### **Survival**

The covenants contained in this Agreement which, by their terms, require performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

#### **Headings**

Headings are included solely for convenience of reference and if there is any conflict between headings and the text of this Agreement, the text shall control.

#### **No Broker.**

Each of Investor and Asset Manager represent and warrant that it has not dealt with any broker in connection with this Agreement and agrees to indemnify, defend and hold harmless each other party hereto and its Affiliates from all claims and/or damages as a result of this representation and warranty being false.

#### **Currency**

Any exchange of funds between Investor and Asset Manager shall be made in the same currency in which the Investor transferred the investment fund (Article III; Section 3.0.5.; (b)). In addition, all calculations pursuant to this Agreement and any Joint Venture Agreement shall be based on ICC regulations in Paris.

### **IRREVOCABLE FEE PROTECTION AGREEMENT**

I, Mr. JIMMY KIM (USA pass. # 485281454) the undersigned, NRG Co. LTD, acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to pay the fee entitled to the beneficiaries listed on this document, via Wire transfer, at the time of settlement of each and every tranche of the transaction.

This Fee Agreement is our irrevocable pay order to the intermediaries and is and shall remain an intricate part of the contract between the buyer and the seller.

I, Mr. JIMMY KIM (USA pass. # 485281454) the undersigned, NRG Co. LTD, acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to transfer €3'000'000'000.00 (three billion euro), WITH ROLL & EXTENTIONS, to the bank account designated by beneficiary, as mentioned of this Agreement. This transfer will be done before any orders, agreements or arrangements of Investor come into effect.

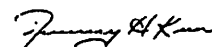
This pay order shall remain in effect until this transaction, including any renewals, extensions and additions are fully completed.

We confirm that upon the execution of this "Fee Protection Agreement" this document is our Irrevocable Pay order. This Agreement-Pay order shall be lodged in our bank and a copy from that bank will be forwarded to you the beneficiaries. We agree that this irrevocable pay-order will also be lodged with Asset Manager Side paymaster's bank for the simultaneous collection with the first tranche.

THE FIRST PARTY:



THE SECOND PARTY:



TRANSACTION CODE:  
DATE: 5 August 2015

**ARBITRATION:**

All disputes and questions whatsoever which arises between the parties to this agreement and touching on this agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC.

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other in order to enforce any of the terms of this agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.

The main assets, in amount of €3'000'000'000.00 (three billion euro) WITH ROLL & EXTENTIONS, would be transferred to the designated bank accounts of the companies, chosen and established between the Asset Manager and the Investor as future "profitable" investments, mainly for investments in companies that is acting in the fields of producing renewable energy, with either installation of photo-voltaic power plants or micro-hydro power plants, in countries such as Romania, Bulgaria, Hungary, Portugal, Spain, Slovenia, and not only.

This Fee Agreement-Pay Order, if transmitted by facsimile or electronic mail shall be considered an original, legally enforceable document. Generally recognized International Standards of Non Circumvention and Non-disclosure are applicable for a period of Five Years from the date of this document or the last date of the contract including any renewals, extensions and additions are fully completed and we agree to respect those.

We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only. We hereby affirm, under penalty of perjury, that we have requested information from you and your organization by our choice and free will, and further that you have not solicited us in any way. Intermediaries are NOT Advisors of any kind.

Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this agreement construes or creates a partnership or employer/employee relationship between or among the parties hereto. All taxes, federal, state or other are the independent responsibility of each of the parties hereto.

The above stated codes and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those. The transaction code may be amended only by agreement between all parties hereto. This transmission via facsimile will be accepted as an original and I confirm that I have authority to execute this Pay Order.

This Irrevocable Pay Order will come into effect only after full money transfer as of the Agreement will happen, AND ONLY AFTER THE ASSET MANAGER, WOULD HAVE ALREADY MADE THE TRANSFER RELATED TO THE FIRST INVESTMENT TO THE DESIGNATED BANK ACCOUNT OF THE COMPANY NOMINATED IN AMOUNT OF 50% WILL BE TRANSFERRED. After the investment funds were transferred and confirmed, the Asset Manager is entitled to retain his commission from the amount transferred in accordance with of the Agreement, 50%.

**FEES PAID BY THE RECEIVER TO THE PROVIDER AND CONSULTANTS:**

**LIST OF COMMISSION: PROVIDER: 50%** of each transaction value.

**LIST OF COMMISSION: RECEIVER: 50%** of each transaction value.

**RECEIVER's CONSULTANTS INTERMEDIARY: XX%**

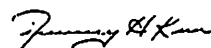
This Fee Agreement-Pay order shall be lodged in our bank and a copy from that bank will be forwarded to all Beneficiaries, I AGREE TO THE ABOVE IRREVOCABLE FEE PROTECTION AGREEMENT IN ITS ENTIRETY.

This agreement once executed by both parties will become effective as of the date first written above. Any official Notice exchanged by the parties hereto, shall be sent to the first mentioned address(s) herein or as may be attached by addenda hereto.

THE FIRST PARTY:



THE SECOND PARTY:





TRANSACTION CODE:  
DATE: 5 August 2015

A facsimile or electronically transferred copy duly signed by both parties shall be deemed original.

Witness whereof, the parties hereto do set their hands and are witnessed with seals upon this Agreement as of this day August 5, 2015

**PROVIDER (FIRST PARTY) - 50% of Face Value including Rolls and Extension**

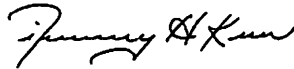
PAYMASTER	
BANK	
ADDRESS	
SWIFT CODE	
ACCOUNT NAME	
ACCOUNT EURO IBAN	
SPECIAL INSTRUCTIONS	"FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."TEXT MESSAGE: THE S.W.I.F.T. OR CLEARSTREAM TEXT MESSAGE COVERING ALL REMITTANCES SHALL CLEARLY STATE THE FOLLOWING: "CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS, EARNED FROM FINANCIAL CONSULTING FEES ON BANK DETAILS IS SUBJECT POSSIBLE TO CHANGE WITHIN 8 HOURS BEFORE TRANSFER ON THE OFFICIAL BENEFICIARY ORDER"

**RECEIVER (FIRST PARTY) - 50% of Face Value including Rolls and Extension**

BANK NAME:	WOORI BANK
BANK ADDRESS:	HYUNDAI KNOWLEDGE INDUSTRIAL CENTER, 70 DOOSAN-RO, GEUMCHEON-GU, SEOUL, KOREA
BANK SWIFT:	HVBKKRSEXXX
ACCOUNT NUMBER:	1081-400-676393
BANK IBAN:	
ACCOUNT NAME:	NRG CO. LTD
BANK OFFICER:	MR. YOUNG CHUL KIM
BANK OFFICER'S TEL:	+82 2 2104 6780
BANK NAME:	WOORI BANK
BANK ADDRESS:	HYUNDAI KNOWLEDGE INDUSTRIAL CENTER, 70 DOOSAN-RO, GEUMCHEON-GU, SEOUL, KOREA



Company Name: HESTIUN FINANCE LIMITED  
Signatory Name: Mr. Julian Richard Beardsley  
Designation: Director  
Date: 08.05.2015

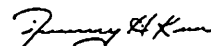


Company Name: NRG Co. LTD  
Signatory Name: Mr. Jimmy H Kim  
Designation: Director  
Date: 08.05.2015

THE FIRST PARTY:



THE SECOND PARTY:







# **EXHIBIT 11**

CONTRACT No.:  
TRANSACTION CODE:

DATE: 20/04/2018

**AGREEMENT ON DELIVERY OF CASH FUNDS FOR INVESTMENTS  
TRANSFER VIA IP/IP CODE SERVER No.  
CONTRACT No.:**

This "Business/ Asset Management Agreement (BA) is signed/ executed on 20 /04/ 2018by  
and between:

## PARTY A-PROVIDER:

COMPANY NAME:	ALFA Contracting GmbH
COMPANY ADDRESS:	KURALLEE 1, 06114 HALLE (SAALE), LEIPZIG, GERMANY
COMPANY REG. №	HRB213912
REPRESENTED BY:	MR. Erich Wagner
ARM PASSPORT №:	C6HM6YKJR
DATE OF ISSUE:	24.09.2016
DATE OF EXPIRY:	23.09.2026
ACCOUNT NUMBER:	0593799000
BANK NAME:	DEUTSCHE BANK PRIVAT UND GESCHÄFTSKUNDEN
ACCOUNT NAME	ALFA CONTRACTING GMBH
IBAN CODE (EUR):	DE84 8607 0024 0593 7990 00
SWIFT CODE:	DEUTDEBLEG
BANK OFFICER NAME:	MR. CHRISTIAN SEWING PIN: 90891
BANK OFFICER EMAIL:	CHRISTIAN.SEWING@DB.COM
BANK PHONE №:	+49 6991031183/+49 345 / 230-13-00

HEREINAFTER REFERRED TO AS: PARTY A OR "THE FIRST PARTY"

AND

## PARTY B-RECEIVER:

COMPANY NAME:	AJ ENERGY, LLC
BUSINESS ADDRESS:	1400 DOVE STREET, SUITE 220, NEWPORT BEACH, CA92660, USA
REPRESENTED BY:	MR. JIMMY KIM
COMPANY REG. NUMBER:	NV 20101355402
TITLE:	CFO
PASSPORT NUMBER:	485281454
ISSUED DATE:	06/07/2011
EXPIRY DATE:	06/07/2021
COUNTRY:	USA

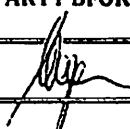
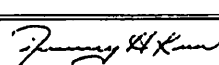
HEREINAFTER REFERRED TO AS: PARTY B OR "THE SECOND PARTY"

Having all necessary power and authority, and acting according to existing laws, to conclude the present  
"Business Agreement (hereinafter" BA")

## 1. RECITAL&amp;REPRESENTATION:

- WHEREAS PARTY A REPRESENTS THE FINANCIAL SERVER CASH FUNDS OF A FACE VALUE OF €250 000'000'000.00 (Two Hundred and fifty billion Euros) CASH FUNDS WHICH ARE AVAILABLE AT DEUTSCHE BANK AG, AM MAINFRANKFURT, GERMANY, AND PARTY A IS READY TO MAKE AVAILABLE THESE SERVER CASH BACK FUNDS IN DEUTSCHE BANK AG IN FAVOR OF PARTY B FOR THE PURPOSE OF INVESTMENT IN

THE FIRST PARTY: THE SECOND PARTY:

CONTRACT No.:  
TRANSACTION CODE:

DATE: 20/ 04/2018

**GOVERNMENT BONDS AND OTHER SECURITIES, INVESTMENTS IN GOVERNMENT APPROVED PROJECTS AND INITIATIVES AND INVESTMENTS IN FINANCIAL INSTITUTIONS.**

- WHEREAS PARTY A REPRESENTS THAT DEUTSCHE BANK AG IS THE LAWFUL OWNER OF THE PROPOSED FUNDS.
- WHEREAS PARTY B ATTESTS THAT IT HAS COMPLETED ALL ARRANGEMENTS WITH THEIR BANK TO RECEIVE THE SAID FUNDS IN DEUTSCHE BANK AG. PARTY B ALSO CONFIRMS IRREVOCABLY THAT IT HAS THE MONEY RESOURCES AND ITS READINESS WITH CASH TO PAY THE REQUIRED AMOUNT, DUE AS PER THIS AGREEMENT TO PARTY A ACCORDING TO THE MUTUALLY AGREED SCHEDULE UPON PARTY A PRESENTING A SCANNED COPY OF BANK INFORMATION "TRANSFER SLIP" AND MT-799 TO RECEIVING BANK.
- WHEREAS, THE PARTIES HAVE SPECIAL EXPERIENCE IN THE AREAS OF LEGAL SERVICES, BANKING, INTERBANKS CRE EN TRANSACTION, INVESTMENT IN DIFFERENT PROJECTS, MANAGEMENT OF SERVER CASH FUNDS, ISSUING OF SECURITIES, AS WELL AS WORK ON SECURITIES MARKET, NECESSARY FOR EXECUTION OF THIS TRANSACTION;
- WHEREAS, IT IS AGREED BY THE PARTIES TO SET FORTH CONDITIONS AND THEIR COVENANTS IN WRITING; NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THERE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE PARTIES HEREBY AGREE AS FOLLOWS:
- PARTY A, DECLARES THAT SERVER FUNDS IN DEPOSIT AT DEUTSCHE BANK AG, IN THE AMOUNT OF FIVE BILLION EURO, IS READY TO MAKE AVAILABLE SERVER CASH AND TRANSFER THE SERVER CASH VIA COMMON ACCOUNT IN FAVOR OF AND FOR BENEFIT TO PARTY B.

**2. PAYMENT COMMITMENT:**

- PARTY B HEREBY IRREVOCABLY COMMITS AND UNDERTAKES TO PAY AS FULL AND FINAL SETTLEMENT FOR THE SERVER CASH FUNDS RECEIVED FROM PARTY A ACCORDING TO INFORMATION PROVIDED.
- EACH PARTY IS RESPONSIBLE TO PAY ALL THEIR RESPECTIVE TAXES/COST (IF ANY).

**TOTAL FACE VALUE: €250'000'000.00 (Two hundred and fifty billion Euros) with R&E SENDER OPTION**

1	INSTRUMENT:	Server Cash Funds for Investment via IP/IP
2	TOTAL FACE VALUE:	€250 000'000'000.00 (Two hundred and fifty billion Euros) with R&E SENDER OPTION
		100% INCLUDING:
3	SENDER SIDE	5% (five percent) of each transaction value
4	RECEIVER SIDE	95% (ninety five percent) of each transaction value

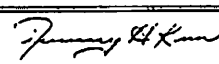
**3. TRANSACTION PROCEDURE AND RESPONSIBILITIES / OBLIGATIONS AND LIABILITIES OF THE PARTIES:**

- a) PARTY A AND PARTY B SIGNED CONTRACT, PLACED IT IN DESIGNATED BANKS AND ESTABLISH THE COMMUNICATION BETWEEN TWO BANK OFFICERS.
- b) BANK OFFICERS SHALL EXCHANGE THE SERVER INFORMATION.
- c) PARTY A SHALL TRANSFER (UPLOAD) THE SERVER CASH FUNDS AMOUNTING TO FIVE HUNDRED MILLION EUROS AS A FIRST TRANCHE TO DESIGNATED COMMON ACCOUNT IN FAVOR OF AND FOR FURTHER BENEFIT TO PARTY B;
- d) PARTY A WILL SUBSEQUENTLY PROVIDE THE INFORMATION TRANSFER SLIP TO PARTY B TOGETHER WITH AN AFFIDAVIT OF OWNERSHIP AS EVIDENCE OF TRANSFER AND COPY OF MT-799.
- e) PARTY B SHALL LOCATE AND CONFIRM THE FUNDS BY USING THE PROVIDED DOCUMENTS WITHIN 72 HOURS.
- f) THE SUBSEQUENT TRANCHES WILL BE CARRIED OUT FOLLOWING THE SAME PROCEDURE.

**4. SPECIAL PROVISIONS:**

- a) [TAXES]: EACH PARTY, INDIVIDUALLY AND SEPARATELY, SHALL BEAR RESPONSIBILITY AND ACCEPT LIABILITY FOR APPLICABLE PAYMENTS OF ANY TAX, IMPOSED, LEVIES AND DUTIES OF CHARGE THAT MAY BE FOUND APPLICABLE.

THE FIRST PARTY: THE SECOND PARTY:



CONTRACT No.:  
TRANSACTION CODE:

DATE: 20/ 04/2018

EDURINGTHEFULFILLMENTOF THEIRRESPECTIVEOBLIGATIONSUNDERTHISAGREEMENT.

- b) THEPARTIESMAYASSIGNORTRANSFERITSRIGHTSORDUTIESINTHISAGREEMENTWITHTHE EXPRESSWRITTENCONSENTOFTHEOTHERPARTY
- c) NOCOPIESOFTHISAGREEMENTTOBEDISTRIBUTEDTOANYINVOLVEDINTERMEDIARIES.ONLYPRINCIPALTOPRINCIPALTOBEINVOLVED INCOMMUNICATIONAND EXCHANGING BANKINGDETAILS.

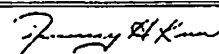
**DETAILS PROVIDER BANK - PARTY A:**

SERVER ID:	AS8373
SERVER IP:	193.150.166.0/24
COMMON SERVER IP:	193.150.167.7
TRANSACTION ID:	AS8373
REFERENCE NO.:	DEUT997856743216
UNIQUE TRANSACTIONREFERENCE:	DEUT997856743216
BANK NAME:	DEUTSCHE BANK PRIVAT UND GESCHÄFTSKUNDEN
BANK ADDRESS:	LEIPZIGER STRASSE 87-92, 06108 HALLE (SAALE), LEIPZIG, GERMANY
SWIFT CODE:	DEUTDEDBLEG
ACCOUNT NAME:	ALFA CONTRACTING GMBH
IBAN CODE:	DE84 8607 0024 0593 7990 00
ACCOUNT NO /EURO:	0593799000
SWIFT / BIC CODE:	DEUTDEDBLEG
PHONE NUMBER:	+49 6991031183/+49 345 / 230-13-00
AMOUNT:	
UTR:	DEUT997856743216

**DETAILS RECEIVER BANK - PARTY B:**

01	BANK NAME:	WOORI BANK
02	BANK ADDRESS:	203, HOEHYEON-DONG 1(IL)GA, JUNG-GU, SEOULKOREA
03	BANK SWIFT:	HVBKRRSE
04	BANK ACCOUNT NUMBER:	1081-400-728598
05	BANK IBAN:	
06	ACCOUNT NAME:	AJ ENERGY, LLC
07	BANK OFFICER:	MR. YOON SOO PARK
08	BANK OFFICER TEL:	+82 2 431 0506
09	BANK OFFICER EMAIL:	18711976@wooribank.com
		IP/ID S2S DETAILS BANK OF BENEFICIARY
10	BANK NAME	Deutsche Bank AG
11	BANK ADDRESS	TAUNUSANLAGE 12, FRANKFURT AN MAIN,GERMANY
12	BANK SWIFT	DEUTDEFF
13	BANK ACCOUNT NUMBER	4122023377
14	EUROCLEAR NUMBER	90288
15	DTC NUMBER	0141
16	EUROCLEAR CLEARSTREAM	7263
17	DTC CLEARSTREAM	7211
18	EUROCLEAR SERVER	10648.23199.91479.97708.99365
19	DTC CLEAR STREAM NUMBER	7015.7024.7178.7277.7298.7402.7424

THE FIRST PARTY:THE SECOND PARTY:

CONTRACT No.:  
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DATE: 20/04/2018

20	CLEARING CODE	BL50070010
21	CLEARING NUMBER PORTAL	BL50070010
22	RECEIVING SERVER IP	193.150.166.0/24 / 193.150.166.0/243
23	RECEIVING SERVER ID	AS8373
24	ACCESS CODE	HSB1288400
25	IDENTITY CODE	27C DB FR DE 17BE
26	SORT CODE	678 691 681
27	PERMIT ARRIVAL MONEY	SCF-664M388RT667
28	WTS SERVER	S0200235 or S020005635
29	LOGON DOMAIN	DEUBA
30	LOGON SERVER	FRAESXXSDBEP 2
31	CURRENCY	EURO
32	AMOUNT	
33	REFERENCE	FOR FURTHER CREDIT TO AJ ENERGY, LLC WITH WOORI BANK ACCOUNT NUMBER 1081-400-728598
34	GLOBAL SERVER ID	AS8373
35	GLOBAL SERVER IP	193.150.166.0/24 / 193.150.166.0/243
	TRANSACTION ID	NEW
	COMMON ACCOUNT	W1024001KR

#### 5. REPRESENTATIONS AND WARRANTIES:

##### Representations

(a) Organization. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct the business of the Program and the Subsidiaries.

(b) Enforceability. This Agreement constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.

(c) Consents and Authority. No consents or approvals are required from any governmental authority or other Person for it to enter into this Agreement. All action on the part of such party necessary for the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by such party, have been duly taken.

(d) No Conflict. The execution and delivery of this Agreement by it and the consummation of the transactions contemplated hereby by it do not conflict with or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties or assets are bound or any law, rule, regulation, order or decree to which it or its properties or assets are subject.

(e) Asset Manager. It has been afforded the opportunity to seek and rely upon the advice of its own attorney, accountant or other professional advisor in connection with the execution of this Agreement. Both party shall do so in respect of each other and under this Agreement written conditions.

##### MISCELLANEOUS:

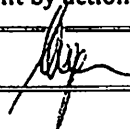
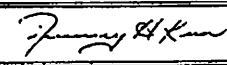
##### Notice(s)

Any modifications, amendments, addendums or follow on contracts will be executed by the two authorized signatories respectively. When signed and referenced to this agreement, whether received by mail or facsimile transmission as all and any facsimile or photocopies certified as true copies of the originals by both parties hereto shall be considered as an original, both legally binding and enforceable for the term of this agreement.

##### Specific Performance; Other Rights

The parties recognize that several of the rights granted under this Agreement are unique and, accordingly, the parties shall, in addition to such other remedies as may be available to them at law or in equity, have the right to enforce their rights under this Agreement by actions for injunctive relief and specific performance.

THE FIRST PARTY: THE SECOND PARTY:



**CONTRACT No.:**  
**TRANSACTION CODE:**

**DATE: 20/ 04/2018**

**Prior Agreements; Construction; Entire Agreement**

This Agreement, including the Exhibits and other documents referred to herein (which form a part hereof), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between them as to such subject matter and all such prior agreements and understandings are merged herein and shall not survive the execution and delivery hereof. In the event of any conflict between the provisions of this Agreement and those of any Joint Ventures Agreement, the provisions of the applicable Joint Venture Agreement shall control.

**Amendments**

This Agreement may not be amended, altered or modified except (i) upon the unanimous by instrument in writing and signed by each of Investor and Asset Manager.

**Severability**

If any provision of this Agreement shall be held or deemed by a final order of a competent authority to be invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this Agreement shall be construed as if such invalid, inoperative or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions.

**Counterparts**

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to each of the other parties.

**Applicable Law; Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Paris. The parties consent to the exclusive jurisdiction of the Paris shall be preceded with the according to the principal of the ICC, with any civil action concerning any controversy, dispute or claim arising out of or relating to this Agreement, or any other agreement contemplated by, or otherwise with respect to, this Agreement or the breach hereof, unless such court would not have subject matter jurisdiction thereof, in which event the parties consent to the jurisdiction of the ICC as above indicated. The parties hereby waive and agree not to assert in any litigation concerning this Agreement the doctrine of forum non-convenient.

**Waiver of Jury Trial**

THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

**Arbitration**

Every attempt shall be made to resolve disputes arising from unintended or inadvertent violation of this contractual agreement as far as possible amicably. In the event that adjudication is required local legal process shall be preceded with according to the principal of the ICC as above indicated. Where judicial resolution is not thereby achieved, this matter shall be settled by the ICC itself and the decision of which all Parties shall consider to be final and binding. No State court of any nation shall have subject matter jurisdiction over matters arising under this Agreement.

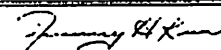
**No Rights of Third Parties.**

(i) this Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective members, successors and assigns subject to the express provisions hereof relating to successors and assigns, and (ii) no other Person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

**Survival**

The covenants contained in this Agreement which, by their terms, require performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

**THE FIRST PARTY: THE SECOND PARTY:**

**CONTRACT No.:**  
**TRANSACTION CODE:**

**DATE: 20/ 04/2018**

### **Headings**

Headings are included solely for convenience of reference and if there is any conflict between headings and the text of this Agreement, the text shall control.

### **No Broker.**

Each of Investor and Asset Manager represent and warrant that it has not dealt with any broker in connection with this Agreement and agrees to indemnify, defend and hold harmless each other party hereto and its Affiliates from all claims and/or damages as a result of this representation and warranty being false.

### **Currency**

Any exchange of funds between Investor and Asset Manager shall be made in the same currency in which the Investor transferred the investment fund (Article III; Section 3.0.5.; (b)). In addition, all calculations pursuant to this Agreement and any Joint Venture Agreement shall be based on ICC regulations in Paris.

## **IRREVOCABLE FEE PROTECTION AGREEMENT**

I, **MR. JIMMY H KIM(USA pass. # 485281454) THE UNDERSIGNED, AJ ENERGY, LLC**, acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to pay the fee entitled to the beneficiaries listed on this document, via Wire transfer, at the time of settlement of each and every tranche of the transaction.

This Fee Agreement is our irrevocable pay order to the intermediaries and is and shall remain an intricate part of the contract between the buyer and the seller.

I, **MR. JIMMY H KIM(USA pass. # 485281454) THE UNDERSIGNED, AJ ENERGY, LLC**, acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to transfer **€250 000'000'000.00 (Two hundred and fifty billion Euros)**, to the bank account designated by beneficiary, as mentioned of this Agreement. This transfer will be done before any orders, agreements or arrangements of Investor come into effect.

This pay order shall remain in effect until this transaction, including any renewals, extensions and additions are fully completed.

We confirm that upon the execution of this "Fee Protection Agreement" this document is our Irrevocable Pay order. This Agreement-Pay order shall be lodged in our bank and a copy from that bank will be forwarded to you the beneficiaries. We agree that this irrevocable pay-order will also be lodged with Asset Manager Side paymaster's bank for the simultaneous collection with the first tranche.

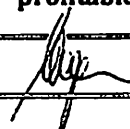
### **ARBITRATION:**

All disputes and questions whatsoever which arises between the parties to this agreement and touching on this agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC.

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other in order to enforce any of the terms of this agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.

The main assets, in amount of **€250 000'000'000.00 (Two hundred and fifty billion Euros)**, would be transferred to the designated bank accounts of the companies, chosen and established between the Asset Manager and the Investor as future "profitable" investments, including Government Bonds, Government

**THE FIRST PARTY: THE SECOND PARTY:**



*Jimmy H Kim*

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**CONTRACT No.:**  
**TRANSACTION CODE:**

**DATE: 20/ 04/2018**

**approved projects and initiatives and Investment in Financial Institutions.**

This Fee Agreement-Pay Order, if transmitted by facsimile or electronic mail shall be considered an original, legally enforceable document. Generally recognized International Standards of Non Circumvention and Non-disclosure are applicable for a period of Five Years from the date of this document or the last date of the contract including any renewals, extensions and additions are fully completed and we agree to respect those.

We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only. We hereby affirm, under penalty of perjury, that we have requested information from you and your organization by our choice and free will, and further that you have not solicited us in any way. Intermediaries are NOT Advisors of any kind.

Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this agreement construes or creates a partnership or employer/employee relationship between or among the parties hereto. All taxes, federal, state or other are the independent responsibility of each of the parties hereto.

The above stated codes and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those. The transaction code may be amended only by agreement between all parties hereto. This transmission via facsimile will be accepted as an original and I confirm that I have authority to execute this Pay Order.

-----SIGNATURE PAGE FOLLOWS-----

**Parties hereto have executed this Agreement on the date 20 April 2018 first above written, providing each**

**PROVIDER or "Party A":**

**ALFA Contracting GmbH**



*[Handwritten signature]*

**REPRESENTED BY: MR. ERICH WAGNER**  
**PASSPORT No: C6HM6YKJR**  
**ISSUE/EXPIRY DATE:**  
**24.09.2016/23.09.2016**  
**20 April 2018**

**RECEIVER or "Party B":**

**"AJ ENERGY, LLC"**

*[Handwritten signature]*



**REPRESENTED BY: MR. JIMMY KIM**  
**PASSPORT No:**  
**ISSUE/EXPIRY DATE: 06.0.2011/06.07.2021**  
**20 April 2018**

**Party only one (1) original copy thereof.**

**THE FIRST PARTY: THE SECOND PARTY:**

*[Handwritten signature]*

*[Handwritten signature]*

**7**



**CONTRACT No.:**  
**TRANSACTION CODE:**

**DATE: 20/04/2018**

Handelsregister B des Amtsgerichts Stendal	Abteilung B Wiedergabe des aktuellen Registerinhalts Abruf vom 21.08.2017 16:06	Nummer der Firma: HRB 213912
-Ausdruck-	Seite 1 von 2	

**1. Anzahl der bisherigen Eintragungen:**

2

**2. a) Firma:**

ALFA Contracting GmbH

**b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen:**

Halle

Geschäftsanschrift: Kurallsee 1, 06114 Halle

**c) Gegenstand des Unternehmens:**

Ingenieurbüro für Anlagenbau mit GAN-Funktion, vorzugsweise in den Ländern der GUS in den Branchen Lebensmittelproduktion und Sportbauten. Weitere Branchen sind möglich. Es werden industrielle Anlagen geplant/projektiert (durch UAN), geliefert, montiert (durch UAN) und in Betrieb genommen (Engineering, Contracting Management, Personalschulungen). Die Gesellschaft übernimmt dabei die Leitung z. B. als Generalauftragnehmer (GAN) und bindet Unterauftragnehmer (UAN) für die einzelnen Leistungskomplexe im In- und Ausland oder übernimmt Teilleistungen als Auftragnehmer (AN) oder UAN. Bei Großaufträgen können Konsortien gegründet und entsprechende Konsortialverträge abgeschlossen werden. Mit ausgewählten AN, UAN und Zulieferern können langfristige Kooperations- oder Lieferverträge abgeschlossen werden. Handel (Export/Import) im eigenen Namen bzw. im Namen anderer Gesellschaften oder Personen vorzugsweise mit Industriemaschinen und Handelswaren im Rahmen der oben genannten Branchen. Der Handel mit erlaubnispflichtigen Waren ist ausgeschlossen. Die Gesellschaft vertritt die eigenen Interessen bzw. Interessen anderer Gesellschaften oder Personen durch eigene regionale Repräsentanten bzw. lässt sich durch andere Gesellschaften oder Personen vertreten. Über die Interessenvertretung für bzw. durch andere Gesellschaften oder Personen werden entsprechende Verträge (z. B. Agenturverträge) abgeschlossen. Die Gesellschaft berät andere Gesellschaften oder Personen beim Aufbau oder der Ausführung einer eigenen Geschäftstätigkeit in den Ländern der GUS. Die Gesellschaft übernimmt Aufträge anderer Gesellschaften oder Personen zur Abwicklung/Ausführung konkreter Geschäfte, Anlagenprojekte, Beratungsleistungen u.a.

**3. Grund- oder Stammkapital:**

26.000,00 EUR

**4. a) Allgemeine Vertretungsregelung:**

Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer gemeinsam mit einem Prokuristen vertreten.

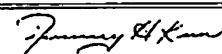
**b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis:**

Mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen:

Geschäftsführer: Wagner, Erich, Halle, \*20.05.1953

**5. Prokura:**

THE FIRST PARTY: THE SECOND PARTY:

9



CONTRACT No.:  
TRANSACTION CODE:

DATE: 20/04/2018

FUNDS RECEIVER /CLIENT CERTIFICATE OF INCORPORATION

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

AJ ENERGY, LLC

Nevada Business Identification # NV20101355402

Expiration Date: April 30, 2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on February 17, 2016

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State

*You may verify this license at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.*

License must be cancelled on or before its expiration date if business activity ceases.  
Failure to do so will result in late fees or penalties which by law cannot be waived.

THE FIRST PARTY:THE SECOND PARTY:

*[Signature]*

*[Signature]*



No	Date & time of transfer	Sender name*	Sender Bank	Instr.	Amount (Euros)	Transaction code	Agreement number
1	15.04.2017 14:43:12	FIRST	DEUTDEFFXXX	IP-IP	499,501,001.00	GRUM-EJEN/20170604IP	GREJ-2017-0406/IP-IP
2	17.04.2017 06:24:03	FIRST	DEUTDEFFXXX	IP-ID	200,000,000.00	FF/IP-ID/5BI/05.0417/GL	FIRST/IP-200/49-5,0BI-EUR/04.2017
3	27.04.2017 19:17:12	FIRST	DEUTDEFFXXX	IP-IP	49,501,001.00	GRUM-EJEN/20170604IP	GREJ-2017-0406/IP-IP
4	27.04.2017 23:05:48	MAYBROOK	DEUTDEFFXXX	IP-IP	200,000,000.00	DB270417/AJ	DBAJ/ENERJY0922
5	04.05.2017 05:35:20	EDIL	DEUTDEFFXXX / DEUTAWWXXX	IP-ID	200,000,000.00	IPI0-5B-02032017-MFG/GAG	EDIL-ENRG/04052017
6	05.05.2017 14:00:17	EDIL	DEUTDEFFXXX / DEUTAWWXXX	IP-ID	200,000,000.00	LGS/IP-ID/200/5BI/10.0417/GL	LG/IP-49,9/ID-200/5,0BI-EUR/10.04.2017
TOTAL					1,349,002,002.00		

## \*Sender Company name:

MAYBROOK – MAYBROOK DEVELOPMENT FUND HOLDINGS LIMITED

FIRST – FIRST FINANCIAL AG

EDIL – EDIL SYSTEM SRL

RECEIVER INFORMATION:	
COMPANY NAME:	AJ ENERGY LLC
COMPANY ADDRESS:	1400 DOVE STREET, SUITE 220, NEWPORT BEACH, CA 92660, USA
REPRESENTED BY:	MR. JIMMY KIM
BANK NAME:	WOORI BANK
BANK ADDRESS:	203, HOEHYEON-DONG 1(IL)GA, JUNG-GU, SEOUL KOREA
SWIFT CODE:	HVBKRRSE
ACCOUNT NAME:	AJ ENERGY LLC
ACCOUNT No. (EURO):	1081-400-728598
ACCOUNT SIGNATORY:	MR. JIMMY KIM
BANK OFFICER NAME:	MR. YOON SOO PARK
BANK OFFICER TEL:	+82 2 431 0506
CLIENT'S NATIONALITY:	USA
PASSPORT NUMBER:	485281454
DATE OF ISSUANCE:	06/07/2011
DATE OF EXPIRATION:	06/07/2021



# **EXHIBIT 12**

1-01

MT S199

Free Format Message

WHITE COPY : page

Print Date : 2018/04/02 17:09

Send Date : 20170921 Send Time : 162150 MIR : 0934793802 \*\* by swift \*\*

MSGACK 1:F21HVBKKRSEAXXX0934793802}{4:{177:1709211622}{451:0}{108:T200840000200M}}}

Basic Header F 01 HVBKKRSEXXX 0934 793802

Application Header I 199 DEUTDEFFXXX N

\*DEUTSCHE BANK AG

\*FRANKFURT AM MAIN

User Header

Bank. Priority 113:

Msg User Ref. 108: T200840000200M

TRN

\*20 : WRZ301-19SEP17

Related Reference

21 : DEUT997856743216

Narrative

\*79 :

ATTN REMITTANCE DEPT

WITH REGARDS TO YOUR IP SPECIAL TRANSFER MESSAGE  
TRANSMISSION FOR

REF NO. DEUT997856743216

DATE 13 FEB 2017

AMT EUR 5,000,000,000,00

OUR BNF NAME AJ ENERGY, LLC

OUR BNF ACCT 1081 400 728598

PLEASE ADVISE THE STATUS OF THE FUNDS.

IF THE MESSAGE UNDER THE ABOVE REF NO. IS INVALID  
PLEASE ADVISE AS WELL.

YOUR SWIFT REPLY WILL BE MOST APPRECIATED.  
PLS QUOTE OUR REF WRZ301-19SEP17

RGDS

INT'L TRADE SVCS CENTER REMITTANCE DEPT

-}

MSGACK {5:{CHK:7DD2DCCF36C4}}



1-01

MT S999

Free Format Message

WHITE COPY : page

Print Date : 2018/04/02 17:09

Receive Date : 170922 Receive Time : 2319 MOR : 0936360601 \*\* In swift \*\*

MSGACK Authentication successful with primary key

Basic Header F 01 HVBKKRSEXX 0936 360601

Application Header 0 999 1618 170922 DEUTDEFFXXX 0117 112828 170922 2319 N

\*DEUTSCHE BANK AG

\*FRANKFURT AM MAIN

User Header

Bank. Priority 113:

Msg User Ref. 108: 1709221517455500

TRN

\*20 : 170921601286CINQ

Related Reference

21 : WRZ301-19SEP17

Narrative

\*79 :

390006001S999001001CINHVBKKRSE

WE REFER TO YOUR SW/199 DD 9/21/2017 REF

WRZ301-19SEP17

PLEASE BE ADVISED THAT WE ARE UNABLE TO LOCATE THE  
P/O. PLEASE PROVIDE THE CORRECT REFERENCE OF YOUR  
MT103 VALUE AMOUNT AND THE CHANNEL OF PAYMENT SO  
THAT WE CAN LOCATE THE TRANSACTION AND ACT UPON  
YOUR INQUIRY.

PLEASE QUOTE OUR REFERENCE NUMBER.

170921601286CINQ IN ALL FUTURE CORRESPONDENCE  
RELATING TO THIS CASE.

REGARDS, NAZNEEN BEPARI

PHONE PAYMENT INVESTIGATIONS

{5:{CHK:424DA4D33CD6}}



1-01

MT S199

Free Format Message

WHITE COPY : page

Print Date : 2018/04/02 17:10

Send Date : 20170925 Send Time : 191825 MIR : 0940819409 \*\* by swift \*\*

MSGACK 1:F21HVBKKRSEAXXX0940819409}{4:{177:1709251918}{451:0}{108:T200840000300M}}}

Basic Header F 01 HVBKKRSEXXX 0940 819409

Application Header I 199 DEUTDEFFXXX N

\*DEUTSCHE BANK AG

\*FRANKFURT AM MAIN

User Header Bank. Priority 113:

Msg User Ref. : 108: T200840000300M

TRN \*20 : WRZ301-19SEP17

Related Reference 21 : 170921601286CINQ

Narrative \*79 :

ATTN REMITTANCE DEPT

. // 2ND REQUEST //////////////////////////////////

. RE MT199 DTD 170922 TRN REF 170921601286CINQ

. WE RECEIVE MT199 BY OUR CLIENT  
AND MT199 MENTIONED OUR INCOMING PAYMENT. ORDERING BANK DEUTDEFFXXX  
REF NO. DEUT997856743216  
DATE 13 FEB 2017  
AMT EUR 5,000,000,000,00  
OUR BNF NAME AJ ENERGY, LLC  
OUR BNF ACCT 1081 400 728598

. PLEASE ADVISE THE STATUS OF THE FUNDS.

. IF THE MESSAGE UNDER THE ABOVE REF NO. IS INVALID  
PLEASE ADVISE AS WELL.. YOUR SWIFT REPLY WILL BE MOST APPRECIATED.  
PLS QUOTE OUR REF WRZ301-19SEP17

. RGDS

INT'L TRADE SVCS CENTER REMITTANCE DEPT

-}

MSGACK {5:{CHK:8B9C6CC9E5A5}}



1-01

MT S999

Free Format Message

WHITE COPY : page

Print Date : 2018/04/02 17:10

Receive Date : 170929 Receive Time : 2258 MOR : 0948414530 \*\* in swift \*\*

MSGACK Authentication successful with primary key

Basic Header F 01 HVBKKRSEXXX 0948 414530

Application Header 0 999 1557 170929 DEUTDEFFXXX 0118 121968 170929 2258 N

\*DEUTSCHE BANK AG

\*FRANKFURT AM MAIN

User Header Bank. Priority 113:

Msg User Ref. 108: 1709291456456730

TRN \*20 : 170921601286CINQ

Related Reference 21 : WRZ301-19SEP17

Narrative \*79 :

390006001S999001001CINHVBKKRSE

WE REFER TO YOUR SW/199 DD 9/25/2017 UNDER REF

WRZ301-19SEP17

PLEASE BE ADVISED THAT WE ARE UNABLE TO LOCATE ANY  
PAYMENT DETAILS WITH THE GIVEN REFERENCE.PLEASE ADVISE US IN THIS REGARDS OR PROVIDE US THE  
COPY OF PAYMENT ORDER SENT TO DEUTDEFF WITH EXACT  
REF. AMOUNT AND VALUE DATE OF THE PAYMENT ORDERPLEASE QUOTE OUR REFERENCE NUMBER,  
170921601286CINQ IN ALL FUTURE CORRESPONDENCE  
RELATING TO THIS CASE.

REGARDS, JOSEPH MATHEW

PHONE PAYMENT INVESTIGATIONS

{5:{CHK:411425438CAA}}



1-01

MT S999

Free Format Message

WHITE COPY : page

Print Date : 2018/04/02 17:10

Receive Date : 171010 Receive Time : 0154 MOR : 0956426659 \*\* in swift \*\*

MSGACK Authentication successful with primary key

Basic Header F 01 HVBKRXSEXX 0956 426659

Application Header 0 999 1618 171004 DEUTDEFFXX 0119 128385 171010 0154 N

\*DEUTSCHE BANK AG

\*FRANKFURT AM MAIN

User Header

Bank. Priority 113:

Msg User Ref. 108: 1710041517147360

TRN

\*20 : 170921601286CINQ

Related Reference

21 : WRZ301-19SEP17

Narrative

\*79 :

390006001S999001001CINHVBKRXSE

WE REFER TO YOUR SW/199 DD 9/25/2017 UNDER REF

WRZ301-19SEP17

PLEASE BE ADVISED THAT WE ARE UNABLE TO LOCATE ANY  
PAYMENT DETAILS WITH THE GIVEN REFERENCE.PLEASE ADVISE US IN THIS REGARDS OR PROVIDE US THE  
COPY OF PAYMENT ORDER SENT TO DEUTDEFF WITH EXACT  
REF. AMOUNT AND VALUE DATE OF THE PAYMENT ORDER  
FURTHER IF YOU DO NOT REVERT WITHIN 3 BUSINESS DAY  
WE WILL TRUST ALL IN ORDER AND CLOSE OUR FILES.PLEASE QUOTE OUR REFERENCE NUMBER,  
170921601286CINQ IN ALL FUTURE CORRESPONDENCE  
RELATING TO THIS CASE.

REGARDS, JOSEPH MATHEW

PHONE PAYMENT INVESTIGATIONS

{5:{CHK:7DB51697DACF}}



1-01

MT S199

Free Format Message

WHITE COPY : page

Print Date : 2018/04/02 17:36

Send Date : 20180205 Send Time : 190819 MIR : 1168802311 \*\* by swift \*\*  
 MSGACK 1:F21HVBKKRSEAXXX1168802311}{4:{177:1802051908}{451:0}{108:T200840000300M}}

Basic Header F 01 HVBKKRSEXXX 1168 802311

Application Header I 199 DEUTDEFFXXX N  
 \*DEUTSCHE BANK AG  
 \*FRANKFURT AM MAIN

User Header Bank. Priority 113:  
 Msg User Ref. 108: T200840000300M

TRN \*20 : WRZ305-05FEB18

Related Reference 21 : DEUT997856743216

Narrative \*79 :

ATTN REMITTANCE DEPT

WE RECEIVE SWIFT MSG BY OUR CLIENT  
 AND MT199 MENTIONED OUR INCOMING PAYMENT

ORDERING BANK DEUTDEFFXXX  
 REF NO. DEUT997856743216  
 DATE 07 OCT 2015, 27 JAN 2016  
 AMT EUR 3,000,000,000,00  
 OUR BNF NAME NRG CO LTD  
 OUR BNF ACCT 1081 400 676393

PLEASE ADVISE THE STATUS OF THE FUNDS.

IF THE MESSAGE UNDER THE ABOVE REF NO. IS INVALID  
 PLEASE ADVISE AS WELL.

YOUR SWIFT REPLY WILL BE MOST APPRECIATED.  
 PLS QUOTE OUR REF WRZ305-05FEB18

RGDS

INT'L TRADE SVCS CENTER REMITTANCE DEPT

-}

MSGACK {5:{CHK:C3AAD5156361}}



1-01

MT S999

Free Format Message

WHITE COPY : page

Print Date : 2018/04/02 17:36

Receive Date : 180206 Receive Time : 1943 MOR : 1170281080 \*\* In swift \*\*

#MSGACK Authentication successful with primary key

Basic Header F 01 HVBKKRSEXXX 1170 281080

Application Header 0 999 1142 180206 DEUTDEFFXXX 0147 308771 180206 1943 N  
\*DEUTSCHE BANK AG

\*FRANKFURT AM MAIN

User Header Bank. Priority 113:

Msg User Ref. 108: 1802061041407560

TRN \*20 : 180205602740CINQ

Related Reference 21 : WRZ305-05FEB18

Narrative \*79 :

390006001S999001001CINHVBKKRSE

WE REFER TO YOUR SW/199 DD 02/05/2018 UNDER REF  
WRZ305-05FEB18PLEASE BE ADVISE THAT THE A.M P.O IS OLDER THAN 6  
MONTHS HENCE WE NEED TO SEARCH IN ARCHIEVE.HENCE  
WE REQUEST YOU HAVE TO WAIT TILL THE REQUIRED  
DETAILS ARE FOUNDPLEASE QUOTE OUR REFERENCE NUMBER,  
180205602740CINQ IN ALL FUTURE CORRESPONDENCE  
RELATING TO THIS CASE.

REGARDS, SUJITH BALIGA

PHONE PAYMENT INVESTIGATIONS

{5:{CHK:A0C0EECBB935}}





1-01

MT S999

Free Format Message

WHITE COPY : page

Print Date : 2018/04/02 17:36

Receive Date : 180222 Receive Time : 1441 MOR : 1198375015 \*\* in swift \*\*

MSGACK Authentication successful with primary key

Basic Header F 01 HVBKKRSEXXX 1198 375015

Application Header 0 999 0641 180222 DEUTDEFFXXX 0151 331923 180222 1441 N  
\*DEUTSCHE BANK AG

\*FRANKFURT AM MAIN

User Header

Bank. Priority 113:

Msg User Ref. 108: 1802220539413530

TRN

\*20 : 180205602740CINQ

Related Reference

21 : WRZ305-05FEB18

Narrative

\*79 :

390006001S999001001CINHVBKKRSE

WE REFER TO OUR SW/999 DD 02/06/2018 UNDER REF

180205602740CINQ

PLEASE BE ADVISED THAT WE ARE UNABLE TO LOCATE THE  
PAYMENT UNDER GIVEN REFERENCE. HENCE KINDLY  
PROVIDE US THE EXACT REFERENCE OF THE PAYMENT.  
PLEASE QUOTE OUR REFERENCE NUMBER,  
180205602740CINQ IN ALL FUTURE CORRESPONDENCE  
RELATING TO THIS CASE.

REGARDS, SUJITH BALIGA

PHONE PAYMENT INVESTIGATIONS

{5:{CHK:03F54FAAF0FE}}



I-01

MT S999

Free Format Message

WHITE COPY : page

Print Date : 2018/04/02 17:37

Receive Date : 180226 Receive Time : 0033 MOR : 1203391508 \*\* In swift \*\*

MSGACK Authentication successful with primary key

Basic Header F 01 HVBKKRSEXXX 1203 391508

Application Header 0 999 0640 180225 DEUTDEFFXXX 0152 336679 180226 0033 N

\*DEUTSCHE BANK AG

\*FRANKFURT AM MAIN

User Header Bank. Priority 113:

Msg User Ref. 108: 1802250539432630

TRN \*20 : 180205602740CINQ

Related Reference 21 : WRZ305-05FEB18

Narrative \*79 :

390006001S999001001CINHVBKKRSE

FOLLOW-UP TO OUR MT999 DD 180222

WE REFER TO OUR SW/999 DD 02/06/2018 UNDER REF

180205602740CINQ

PLEASE BE ADVISED THAT WE ARE UNABLE TO LOCATE THE

PAYMENT UNDER GIVEN REFERENCE. HENCE KINDLY

PROVIDE US THE EXACT REFERENCE OF THE PAYMENT.

PLEASE QUOTE OUR REFERENCE NUMBER,

180205602740CINQ IN ALL FUTURE CORRESPONDENCE

RELATING TO THIS CASE.

REGARDS, SUJITH BALIGA

PHONE PAYMENT INVESTIGATIONS

{5:{CHK:2D38F1EC82EF}{DLM:}}}



# **EXHIBIT 13**

07/10/15 22:30:27 PRINTER IN-2015-005932 8714-283892\*84649-/F3KK

NOTIFICATION : FUNDS TRANSFER CONFIRMATION  
 DELIVERY STATUS : (SENT) MESSAGE ACK  
 PRIORITY/DELIVERY : URGENT  
 REFERENCE NO. : DEUTDEFFXXX581749221  
 UNIQUE T.R (UTR) : DEUTDEFFXXX583603726  
 IMAD NO. : 08102015DEUTDEFFXXX763457  
 TRANSACTION ID : STS-NRV/VDS-15/09/72-BVV-17-51

## SENDER

BANK NAME : DEUTSCHE BANK AG  
 BANK ADDRESS : FRANKFURT AM MAIN, GERMANY  
 SWIFT CODE : DEUTDEFFXXX  
 ORDERING CUSTOMER : HESTIUN FINANCE LIMITED  
 ACCOUNT N° : 947259564  
 CLEARING HOUSE NO. : DEUT-HEBA37890672  
 TRANSACTION ID : 090512DEUTDEFFXXX886479  
 IMAD : 18062013DEUTDEFFXXX485401  
 REFERENCE NO. : DEUT997856743216  
 UTR : DEUT997856743216  
 CLIENT NAME/ID : F4700302  
 CURRENCY : EURO  
 AMOUNT : €3,000,000,000.00

## RECEIVER

BANK NAME : DEUTSCHE BANK AG  
 BANK ADDRESS : FRANKFURT AM MAIN, GERMANY  
 BENEFICIARY : WOORI BANK  
 ACCOUNT NO. : W1024001KR  
 SWIFT CODE : DEUTDEFFXXX  
 DATE OF UPLOAD : 07/10/15

## MESSAGE TEXT

WE, DEUTSCHE BANK AG FRANKFURT AM MAIN GERMANY HEREBY CONFIRM THAT WE HAVE UPLOADED  
 AND TRANSFERRED FAVOURING WOORI BANK WITH ACCOUNT NUMBER W1024001KR A TOTAL SUM OF  
 THREE BILLION EURO ONLY (€3,000,000,000.00) FOR FURTHER CREDIT TO NRG CO. LTD. (WOORI BANK  
 ACCOUNT NO. 1081-400-676393) THE PURPOSE OF FUNDS ARE FOR SECURITIES INVESTMENTS, I.E.  
 GOVERNMENT BONDS ARE PRECIOUS METALS, I.E. GOLD.

WE CONFIRM THAT THESE FUNDS ARE GOOD, CLEAN, AND CLEARED OF NON-CRIMINAL ORIGIN.  
 THERE WILL BE NO LIENS AND ENCUMBRANCES ON THESE FUNDS.

FOR AND ON BEHALF OF:  
 DEUTSCHE BANK AG FRANKFURT  
 AM MAIN, GERMANY BANK  
 OFFICER  
 MR. HENRY RITCHOTTE (PIN CODE: 78456)  
 (CHIEF OPERATIONS OFFICER)

## MESSAGE TRAILER

(MAC: MIDL1306)  
 (CHK: 537427DEUTD13)  
 DATE RECORDED: 08/10/15 01:38:17  
 SIGNATORY: APPROVED

&gt;&gt;&gt;&gt;&gt;&gt;&gt;END OF MESSAGE==&lt;&lt;&lt;&lt;&lt;CLOSE WINDOW&gt;&gt;&gt;&gt;

# **EXHIBIT 14**

WIKIPEDIA

Im Jong-seok

**Im Jong-seok** (Hangul: 임종석; Hanja: 任鍾皙) (born 24 April 1966) is a Korean politician and the current Chief Presidential Secretary for President of South Korea Moon Jae-in, serving since 10 May 2017.<sup>[1][2]</sup> Im served as Moon's chief of staff during the primary and 2017 presidential election.

Im previously served as vice/deputy mayor for political/state affairs under Seoul Mayor Park Won-soon, a two-term member of the National Assembly, and secretary-general of the Democratic Party of Korea.<sup>[3]</sup> He was a prominent student activist in the pro-democracy movement during the 1980s. Im was head of the National Council of Student Representatives in 1989 and served three and a half years in prison for facilitating Lim Su-kyung's unauthorized visit to North Korea in violation of the National Security Law.<sup>[4]</sup>

Im supports engagement with North Korea.

Personal life

Im was born in Jangheung, South Jeolla in 1966.<sup>[5]</sup> He is married with one daughter.

See also

- Chief Presidential Secretary

References


1. asia.nikkei.com/print/article/259706

2. "Arirang Mobile" (http://www.arirang.co.kr/Mobile/News\_Detail.asp?nseq=203885). arirang.co.kr. Retrieved 2017-07-15.

3. mengnews.joins.com/view.aspx?ald=3033197

Im Jong-seok

임종석



Chief Presidential Secretary

Incumbent

Assumed office

10 May 2017

President

Moon Jae-in

Preceded by

Yim Tae-hee (2011)

Personal details

Born

25 April 1966 (aged 51)

Political party

Minjoo Party

Korean name

Hangul

임종석

Hanja

任鍾皙

Revised Romanization

Im Jongseok

McCune—  
Reischauer

*Im Chongsŏk*

4. [english.yonhapnews.co.kr/national/2017/05/10/0301000000AEN20170510006700315.html](http://english.yonhapnews.co.kr/national/2017/05/10/0301000000AEN20170510006700315.html)
5. [pulsenews.co.kr/view.php?year=2017&no=312950](http://pulsenews.co.kr/view.php?year=2017&no=312950)

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Retrieved from "[https://en.wikipedia.org/w/index.php?title=Im\\_Jong-seok&oldid=847420994](https://en.wikipedia.org/w/index.php?title=Im_Jong-seok&oldid=847420994)"

**This page was last edited on 25 June 2018, at 07:16 (UTC).**

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# **EXHIBIT 15**



WIKIPEDIA

# Correspondent account

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A **correspondent account** is an account (often called a nostro or vostro account) established by a banking institution to receive deposits from, make payments on behalf of, or handle other financial transactions for another financial institution. Correspondent accounts are established through bilateral agreements between the two banks.

Commonly, correspondent accounts are the accounts of foreign banks that require the ability to pay and receive the domestic currency. The accounts allow them to pay others from the account or receive money from others into the account. This allows the bank to offer various services to their customers such as foreign exchange and foreign currency denominated loans and deposits, despite their not having a bank licence for the foreign country in that country's currency.

Such accounts are necessary for international trade that requires people and businesses to pay for things in a currency other than their own. It is impractical to transport large amounts of currency around the world and physically exchange domestic currency for the currency that a customer/supplier demands. Instead, money is taken out of an account at a local bank (which is in local currency) and an equivalent amount of money is put in the customer's or supplier's account at their local bank (in a foreign currency). The money from the buyer's account goes to an internal account of your bank. The money to the customer or supplier comes from an account the buyer's local bank holds with a bank in the supplier's country—the buyer's bank's correspondent account, at their **correspondent bank**.<sup>[1]</sup>

## Contents

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**Example**

**See also**

**References**

**External links**

## Example

---

A customer of Wells Fargo Bank in Minneapolis might wish to pay a German firm €1,000,000 for machinery the customer has purchased. Wells Fargo has a correspondent banking relationship with Deutsche Bank in Frankfurt and the banks agree that, at an exchange rate of \$1.30 to one euro, this is equivalent to US\$1,300,000 and Wells Fargo's balance or credit with Deutsche Bank is at least €1,000,000. Wells Fargo takes the \$1,300,000 out of the customer's bank account, and instructs Deutsche Bank to take €1,000,000 out of Wells Fargo's correspondent account at Deutsche Bank and pay the euros to the German firm's account.

The customer receives its machinery and the supplier has its money (in euros). Wells Fargo's account is balanced, having fewer euros and a correspondingly greater amount of U.S. dollars.

# **EXHIBIT 16**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
AJ Energy LLC,

Plaintiff,

FED. Case: No.18-cv-03735-  
JMF (BCM)

-against-

WOORI BANK, and DOES 1 through 50,  
inclusive,

Defendant.  
-----X

**DECLARATION BY CHEONG HO-YEON**

Cheong Ho-yeon (600508-1057315)  
Mobile Phone: +82-10-3709-2396

I, Cheong Ho-yeon, the legal counsel for AJ Energy LLC and NRG CO. LTD. in Korea,  
have drafted the following and confirm my statements to be true and accurate.

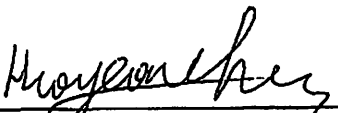
1. NRG filed a civil complaint against Woori Bank for unjust enrichment for the 3 billion Euro transaction in the Seoul Central District court (Civil-202 Dan). I submitted statements by CEO and CFO of Deutsche Bank AG, as well as SWIFT MT199 messages and emails confirming the transaction to no avail as Woori Bank and its legal representatives claimed that all the evidence provided by our side was *fraudulent and doctored, with the Court siding with them*. Given these circumstances, we informed the court on numerous occasions that officials from Deutsche Bank AG, Frankfurt stand ready to come to Korea to testify and verify the evidences submitted to the Court and requested that the Court subpoena them.

2. The court refused our requests to subpoena officials from Deutsche Bank AG, Frankfurt and instead ruled that all verifications would be made with the Seoul branch of Deutsche Bank. Our side (NRG) argued that it is inappropriate for the Deutsche Bank Seoul to make legal verifications as a third party on legal matters concerning Deutsche Bank AG, Frankfurt. Deutsch Bank Seoul is merely an affiliate that pays royalties to Deutsche Bank AG, Frankfurt. However, the Court took only Woori Bank's requests into consideration and moved forward with obtaining verifications from the Seoul Branch of Deutsche Bank. As expected on February 8, 2018, the verification (affidavit) from Seoul Branch of Deutsche Bank submitted to Court stated that the common account in question did not exist and that there are no records of said transaction, making it appear that Deutsche Bank Seoul checked with Deutsche Bank AG, in Frankfurt. Not only were the claims false, but further the affidavit from the Deutsch Bank Seoul had neither the name or signature of the official making the verifications (please see attachment 1).
3. The Court rejected all statements, documents and requests for subpoena submitted by NRG and placed the fate of the entire case on this one questionable affidavit without name or signature from Deutsche Bank Seoul, dismissing the case on May 10, 2018. NRG appealed soon thereafter but we are fully aware that unless something extraordinary occurs, it will not be possible to obtain a fair trial in South Korea.
4. NRG filed a civil complaint with the Financial Supervisory Service (FSS) on March 2, 2018 (please see attachment 2), to investigate the veracity and legality of the affidavit submitted by Deutsche Bank Seoul. However, on March 6, 2018, the FSS ruled that

our request for investigation couldn't proceed as the case does not constitute a financial matter (please see attachment 3).

I, Cheong Ho-yeon swear under penalty of perjury that the foregoing is true and correct and that I can and will testify competently hereto.

Dated: 07/25/2018

  
Cheong Ho-yeon

Attached Documents:

1. Affidavit (verification) from Seoul Branch of Deutsche Bank
2. Civil Complaint (dispute resolution) by NRG
3. Financial Supervisory Service's reply to NRG's Civil Complaint

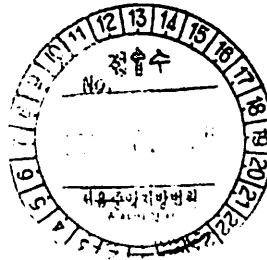
제출자:도이치은행, 제출일시:2018.02.06 13:48, 출력자:이다솜, 다운로드일시:2018.02.28 13:19  
Deutsche Bank AG



사 건 : 2017 가단 5093457 부당이득금  
원 고 : 주식회사 앤알지  
피 고 : 주식회사 우리은행

Deutsche Bank AG, SEOUL  
16-19/F Young-Poong Bldg.,  
41, Cheonggyecheon-ro,  
Jongro-ku, Seoul 03188,  
KOREA  
Tel +82 2 316 2032  
Fax +82 2 316 2097

사실조회서 회신



2018-02-02

9260

- 1 위 법원의 부당한 발신을 기원합니다
- 2 위 사건에 관하여 의뢰한 사실조회에 대해 다음과 같이 회신하오니 참고하시기 바랍니다

다 음

가. 도이치은행(Deutsche Bank AG)이 2015. 10. 7.경 첨부서류 1(갑 제 8 호증 일부) 내지 첨부서류 2(갑 제 2 호증)과 같은 Message 를 주식회사 우리은행에게 보낸 사실이 있는지 여부  
당행은 언급된 Message 를 보낸 사실이 없습니다.

나. 도이치은행에 개설된 계좌 중 W1024001KR 이 있는지 여부(민약 위 계좌가 존재한다면 해당 계좌의 예금주는 누구인지 여부 포함)  
당행에 개설된 계좌 중 언급된 계좌는 없습니다.

다. 도이치은행이 2017. 10 경 첨부서류 3(갑 제 8 호증 일부)와 같은 서신을 주식회사 앤알지에 DHL 로 보낸 사실이 있는지 여부(Marcus Schenck 의 전자우편이 markus.schenck@db.com 이 맞는지 여부 포함)  
당행은 언급된 문서를 발행한 사실이 없습니다. 다만, Marcus Schenck 의 전자우편 주소는 markus.schenck@db.com 이 맞습니다.

제출자:도이치은행, 제출일시:2018.02.06 13:48, 출력자:이다솜, 다운로드일시:2018.02.28 13:19



라. 도이치은행이 2015. 10. 17경 Hestium Finance Limited 의 요청에 따라 1억 돈  
30 억유로(3,000,000,000 EURO)를 주식회사 우리은행으로 이체한 사실이 있는지 여부  
문의하신 거래와 일치하는 거래는 당행 내부 기록상 확인되지 아니하였습니다. 끝.

서울중앙지방법원 제 202 민사단독 귀 중

Deutsche Bank AG, Seoul  
16-19, Young-Poong Bldg.  
41, Cheonggyecheon-ro  
Jongro-ku, Seoul 03188,  
KOREA

Tel: +82 2 316 2032  
Fax: +82 2 316 2097

Case: 2017 Gadan 5093457 Unjust Enrichment  
Plaintiff: NRG Co. Ltd.  
Defendant: Woori Bank Co., Ltd.

### Reply to Service of Verification

2018-02-02

1. We wish for the boundless success of the court.
2. Please refer to the following reply to the Service of Verification, regarding the case in question.

#### Details



- A. Whether Deutsche Bank AG sent messages such as Attachment 1 (a section of Exhibit No.8 of the Plaintiff) on October 7, 2015 or Attachment 2 (Exhibit No.2 of the Plaintiff) to Woori Bank Co., Ltd.:  
**We have no record of sending such messages**
- B. Whether the account W1024001KR exist among the accounts opened by Deutsche Bank AG (as well as the identity of account holder if account exists):  
**No such account exists amongst the accounts we have opened**
- C. Whether Deutsche Bank AG sent Attachment 3 (a section of Exhibit No. 8 of the Plaintiff) to NRG Co. Ltd. via DHL in October 2017 (also, whether the email address of Marcus Schenck is [markus.schenck@db.com](mailto:markus.schenck@db.com)):  
**We have no record of sending the specified document. However, the email address of Marcus Schenck is indeed [markus.schenck@db.com](mailto:markus.schenck@db.com).**
- D. Whether Deutsche bank transferred 3 billion euros (3,000,000,000 EURO) from Hestiun Finance Limited to Woori Bank Co. Ltd. at the request of the former on October 7,2015:  
**The transaction described above has not been confirmed in our records. End of reply.**

**To the 202<sup>nd</sup> Department of Civil Independent Cases of the Seoul Central District Court**



## 민원(분쟁조정) 신청서

금융감독원이 금융거래와 관련된 민원(분쟁조정) 처리를 위해서는 민원인의 주민등록번호를 포함한 개인정보의 수집·이용, 금융회사 제공을 통한 사실관계 확인이 필요합니다.  
이를 원하지 않을 경우 민원(분쟁조정)신청이 아닌 Q&A를 이용해 주시기 바랍니다.

1. 성명 : (주) 앤알지 <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">               (대리제출의 경우)              대표이사 미합중국인 김 로버트           </div> <div style="text-align: center;">               대리인 명 : 변호사 정호연           </div> </div>	
2. 주민등록번호 : 200111-0075098 * 금융회사와 금융거래 관련이 없는 경우 생년월일만 기재	
3. 주소 : 서울 송파구 석촌호수로 268, 206호(송파동, 경남레이크파크)	
4. 전화번호(휴대폰) : 010-9354-8113	5. E-mail :
6. 관련 금융회사 :도이치은행 서울지점	
7. 제목(민원요지) : 사실조회서 회신의 사실여부확인 건	
8. 금융감독원에 동일한 내용의 민원을 제기한 적이 있는지 여부(예, 아니오)	
9. 민원내용 민원인은 현재 우리은행과 사이에 독일 도이치은행을 통하여 Hestium Finance (UK) Limited가 송금한 돈을 찾는 소송을 진행 중인바,(첨부서류: 1. 소장. 2. 고소장) 서울 소재 도이치은행 서울지점이 금번 서울중앙지방법원에 사실조회서 회신을 (첨부서류3. 사실조회서 회신) 제출 하였는데, 민원인이 확인한 바로는 서울지점이 도이치은행 본점에 사실관계를 확인한 것이 없다는 것입니다. 또한 도이치은행 서울지점은 본사에 확인할 지위나 권한도 없는 것으로 파악되었습니다. 그렇다면 도이치은행 서울지점은 어느 담당자가 본사의 누구에게 사실을 확인하여 법원에 사실조회 회신을 한 것인지, 계좌의 존재를 부정하고 있는데 이를 조사한 사실이 있는지? 확인하여 주시기 바랍니다. 민원인 측에서 도이치은행 서울지점장실로 연락을 취하여도 연결을 시켜주지 않아 이를 확인할 수 없습니다.	

※ 대리제출시 위임장을 첨부하여 주십시오.

금융감독원 금융소비자보호총괄국

민원접수자 : \_\_\_\_\_

**CIVIL COMPLAINT (DISPUTE RESOLUTION) APPLICATION**

To process the civil complaints (dispute resolution) please provide ID number and personal details such as purpose, financial institution to assess the relationship. In case this method is not wanted, then please use the Q&A method that is not a civil complaint (dispute resolution).	
1. Name: NRG Co. Ltd. Legal representative: Robert Kim (US citizen)	(If submitted by representative) Representative Name: Cheong Ho-yeon, Legal Counsel
2. ID Number: 200111-0075098 *If the complaint has nothing to do with financial firms or transactions, provide birth date only.	
3. Address: Seoul, Songpa-gu, Seokchon Hosu-ro 268, # 206 (Songpa-dong, Kyeongnam Lake Park)	
4. Tel (mobile): 010-9354-8113	5. Email:
6. Related Financial Institution: Deutsche Bank Seoul	
7. Topic (Key Points to Civil Complaint): Investigation of service of verification	
8. If civil complaint of similar nature was ever filed with the FSS (yes or no)	
9. Nature of Civil Complaint	
<p>Currently, we are in a legal dispute with Woori Bank over funds transferred by Hestiu Finance Limited via Deutsche Bank (attached documents 1. Files 2. Complaint), and the Seoul Central District Court accepted a service of verification from Deutsche Bank Seoul Branch (attached document 3. Service of Verification). According to our communications with Deutsche Bank AG headquarters, they have no record of Deutsche Bank Seoul making verification with headquarters. In addition, Deutsche Bank Korea has no ability or right to make verifications on headquarters' business. Thus, which officer in Deutsche Bank Seoul made verifications with whom in Deutsche Bank headquarters, as well submit the verifications to the court? In denying the existence of the account in question, were proper investigations made? Please investigate the above. We have tried to contact the head of Deutsche Bank Seoul but to no avail, refusing to communicate with us. Thus, we have no choice but to file a civil complaint with the FSS.</p>	

금융은 튼튼하게, 소비자는 행복하게



## 금 용 감 독 원

수신 (주)앤알지 대표이사 김 로버트(정호연) 님(056-23, 서울시 송파구 석촌호수로26  
8, 206호(경남레이크파크)  
(경유)  
사본수신  
제목 민원에 대한 회신((주)앤알지 대표이사 김 로버트(정호연) 님)

---

1. 2018. 3. 2. 우리원에 접수된 귀하의 민원(접수번호 : 201802546)에 대한 회신입니다.

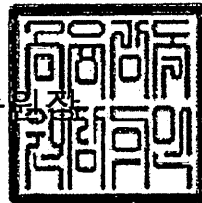
2. 귀하는 도이치은행 서울지점에서 서울중앙지방법원에 제출한 “사실조회서”의 사실여부 확인을 요청하는 민원을 제기하였습니다.

3. 우리원은 「금융위원회의 설치 등에 관한 법률」에 의거 우리원의 감독·검사대상에 해당하는 금융관련기관과 금융수요자 및 기타 이해관계인이 금융관련기관의 금융업무 등과 관련하여 발생하는 민원에 대하여만 처리할 권한이 있는데,

본건 민원 내용은 금융관련기관의 금융업무에 해당하지 아니하여 우리원에서 처리할 수 없음을 알려드리니 양해하여 주시기 바랍니다.

4. 귀댁에 사랑과 행운이 늘 가득하시길 기원합니다. 끝.

금융감독



담당부서 분쟁조정2국 은행팀

03/06

민원전문역

한익만

팀장(J)

03/06

전갑석

합의자

시행 분쟁은행팀-54

( 2018.03.06. )

접수

( )

우 07321

서울특별시 영등포구 여의대로 38

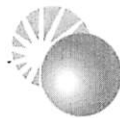
/ <http://www.fss.or.kr>

전화번호 02-3145-8933

팩스번호

/ [hanem@fss.or.kr](mailto:hanem@fss.or.kr)

/ 비공개(6)



금융감독원

FINANCIAL SUPERVISORY SERVICE

서울특별시 영등포구 여의대로 38

TEL : 02-3145-5114

150 - 743

(은행민원팀) 금융민원센터



서울특별시 송파구 올림픽로 354 (방이동)  
214호

(주)앤알지대표이사 김 로버트(정호연) 귀하

05543

055-43



Strengthen Financial System, Give Consumers Happiness

[FSS Seal]

**FINANCIAL SUPERVISORY SERVICE**

To: NRG Co. Ltd. Representative Director Robert Kim (Cheong Ho-yeon) (056-23  
Seoul, Songpa-gu, Seokchon Hosu-roi 268, #206 (Kyeongnam Lake Park)

(via)

Copy

Topic: Reply to Civil Complaint filed by Representative Director Robert Kim of  
NRG Co. Ltd.

---

1. We are replying to the civil complaint (Number: 201802546) filed with our agency on 2018.3.2.
2. The above was a request to investigate the service of verification submitted by Deutsche Bank Seoul to the Seoul Central District Court.
3. Our agency's role (according to laws and regulations of the Financial Supervisory Commission) is to regulate and supervise financial institutions and consumers of financial services, and thus can only investigate civil complaints regarding matter arising from financial institutions in their conduct of business.

We cannot consider the nature of your civil complaint as a matter arising from financial institutions conducting its business, and thus cannot proceed with your requests. We seek your understanding.

4. We wish you boundless happiness and love. End

[Financial Supervisory Service Seal]

# **EXHIBIT 17**

**Affidavit by Alexander Bobarykin**

1. I, Alexander Bobarykin hereby declare that I am a US Citizen and live in California, County of Orange.

2. I am the CEO of AJ Energy, LLC, a Nevada Limited Liability Company.

I submit this affidavit based upon the Amended Complaint filed in the United States Federal District Court of the Southern District of the State of New York on 25 May 2018 by AJ ENERGY, LLC ("AJ Energy") against Woori Bank ("Defendants").

3. I am personally familiar with the transactions involved in the present litigation. I have fully reviewed the Amended Complaint and the attached exhibits.

4. I have provided exhibits attached to the complaint which were either in my possession or provided to me by Deutsche Bank AG, in Frankfurt, Germany.

5. I have explained in great detail, how this here lawsuit arose from two transactions my Joint Venture Partners and my own company AJ Energy planned to conduct with Woori Bank.

6. My Joint Venture Partners and myself had discussed the possibility to invest into the South Korean economy first an amount of €3 Billion.

7. The funds were transferred into Woori Bank's common account with Deutsche Bank, AG.

8. I was told that Woori Bank had 72 hours to transfer the money into an account we had opened with Woori Bank, who would then invest the funds into specific, predetermined investment opportunities.

9. Woori Bank pulled our funds from its common account with Deutsche Bank AG, but failed to transfer the funds into our account with Woori Bank.

10. For about 18 months I attempted everything in my power to have the funds returned



to me.

11. After many discussions with Woori Bank Officials and Officials of the South Korean government I was assured that the missing €3 Billion would be invested on my behalf into very specified areas of the South Korean government if I would invest another €5 Billion in lucrative government projects, specific government approved investments and the Korean Shipping Industry.

12. I arranged for Deutsche Bank AG, to transfer another €5 Billion into Woori Bank's common account with Deutsche Bank, AG.

13. I had been assured that I had the backing of the South Korean government and further believed the prior CEO of Woori Bank, Lee Kwan-goo, who I was told had masterminded the theft of the €3 Billion was no longer with Woori Bank.

14. To my shock and dismay, Woori Bank once again pulled the funds out of the common account and never credited our account with Woori Bank.

15. Even though Woori Bank had admitted to taking the €3 Billion, there seemed to be a genuine effort on their part and on the South Korean governments part to make up for the lost diverted funds and offered lucrative investments if I would invest another €5 Billion.

16. Naively, I believed the Officials of Woori Bank and especially the Minister of Finances, Choi Sang Mok would keep their word.

17. Shortly after Woori Bank pulled the funds from the common and again failed to credit our account with Woori Bank, I learned that Lee Kwan-goo had been reinstated as CEO.

18. Upon bad advice of my prior counsel I filed a lawsuit against Woori America Bank in Orange County. The case was dismissed.

19. I later learned from Deutsche Bank AG in Frankfurt, that subsidiaries like Woori

America Bank or Deutsche Bank New York, were not involved in these kinds of transactions and therefore it was recommended to me to sue Woori Bank which is does have an office in New York.

20. I filed the complaint and after the case, upon Woori Banks motion had been moved to Federal Court in New York, Southern District. Woori Bank filed a motion to dismiss and I was given permission by the Court to amend my complaint.

21. During that time, I had been able to receive more documents, supporting my allegations.

22. Since Woori Bank claims that none of my documents are valid I am hereby addressing some of the points Woori Bank brought up in it's motion to dismiss.

23. In order to explain the different account numbers, account IDs and transaction records I have taken page 15 in Exhibit 9 to my complaint and explain in as much detail as I can what the document reflects.

24. Exhibit 9 on page 15 in the Amended Complaint document is named "IP Special Transfer SWIFT Message Transmission", I declare that the following is a clear breakdown and understanding of line items in this exhibit which opposing counsel is questioning Woori Bank still falsely declares as forgery. Understanding. See attachments of line item breakdown for cross reference to the references below.

- Section A:
- 
- 1 – A – Receiver's Code: Transaction Code Number: Unique Code of letters and numbers to identify this particular transaction for the individual(s) that authorized this money transfer. (This Transaction Code can be trackable through the entire process that the funds are transferred to the recipient).
- 2 – A – Agreement Code Number: Code given by the authorized bank to confirm that the transaction has been processed on their end. This is Deutsche Bank's AG code that was given to confirm that the transaction was successful.

- 3 – A – Date: Date given to confirm transaction with day, month and year. \* All dates are shown by European Date Format. European Date Format is on all Exhibit documents.
- 4 – A – Starting Time: Start time of transaction taking place in 24 hour military time clock. Hour: Min: Seconds.
- 
- 
- Section B:
- 
- 1 – B – 456 : /Bank Sender Sender Swift: Unique Deutsche Banks AG SWIFT Code Used when transferring international funds from bank to bank. This SWIFT is identify to Deutsche Bank AG Headquarters in Frankfurt Germany at Taunusanlage 12 60262 Frankfurt Am Main. Swift Code is 8 characters "DEUTDEFF" and the Branch Code is "XXX", which is how you get the SWIFT CODE of "DEUTDEFFXXX".
- 
- 2 – B – 295 : /Bank Sender Global IP: Server IP address used to send transmission.
- 3 – B – 095 : /Bank Sender Network Delivery Status: Global Ack is the Network Used for delivery status.
- 6 – B – 104 : /Bank Source Transaction ID: This is Deutsche Banks AG unique Transaction ID created by bank personnel for creating transaction used as a sender to identify banks transactions from its bank. (This Transaction ID is the same as in Exhibit 5 of the FAC under the "sender" section).
- 12 – B – 864 : /Input by Germany Global Time: European Date Format of the day, month, year and military time transaction was sent.
- 16 – B – 564 : /Bank Unique Transaction Reference: This is Deutsche Banks AG unique Banks Reference Number for this particular bank used when transferring funds when identifying a transaction. (This 16 character UTR is the same as in Exhibit 5 of the FAC under the "sender" section).
- 18 – B – 937 : /Client Sender Account Name : This is the clients account name that has an account with Deutsche Bank AG.
- 21 – B – 037 : /Client Bank: Deutsche Bank AG Germany is the clients bank used for this transaction.
- 23 – B – 105 : /Client Account Number in DB: This is Maybrook Financial Group Limited individual account number with Deutsche Bank AG. (This Account number is also in Exhibit 9 page 12 in the "Transfer Slip Information" under "Sender").
- 26 – B – 209 : /Client Transfer Amount: Maybrook Financial Group is the acting client that transfer the 5,000,000,000.00 in Euros from there account with Deutsche Bank AG.
- 29 – B – 585 : Receiver/ Bank Correspondent: Receiver of the funds which is Deutsche Bank AG.
- 30 – B – 586 : Receiver/ Bank Correspondent Address: Address of Deutsche Bank AG who received the funds which is in headquarters Frankfurt Germany.
- 32 – B – 588 : Receiver/ Bank Account Number: Receivers, Deutsche Bank AG account number.

- 33 – B – 103 : Receiver/ Bank Name: This is the bank that is receiving the funds, which is determined that it is “Woori Bank”.
- 34 – B – 927 : Receiver/ Bank Address: This is the address of the Bank Receiver which is Woori Bank.
- 35 – B – 183 : Receiver/ Swift Normal: Receiver Bank, which is Woori Bank, SWIFT Code. (This SWIFT CODE is also in Exhibit 9 page 12 in the “Transfer Slip Information” under “Receiver”).
- 36 – B & 37 – B – 185 : Receiver/ Reference: This is instructions that were given by the bank. Instructions were, “For further credit to AJ Energy, LLC with Woori Bank Account Number 1081-400-728598”. (These instructions were mentioned in Exhibit 9 per the Cash Back Transfer Agreement).
- 38 – B – 364 : Receiver/ Common Account Number: This is the Common Account Number that is shared between Deutsche Bank AG & Woori Bank.
- 39 – B – 198 : Receiver/ Beneficiary Name: AJ Energy LLC is the Beneficiary name of the funds transferred.
- 40 – B – 199 : Receiver/ Beneficiary Bank: The beneficiary, AJ Energy LLC, bank name is Woori Bank.
- 43 – B – 967 : Receiver/ Account Number: The beneficiary, AJ Energy LLC, account number at Woori Bank.
- 
- 
- Section D:
- 
- 1 – D – Is the message given of direct instructions of funds, 5,000,000,000.00 (Five Billion Euros), on how to be transferred to AJ Energy LLC account with Woori Bank.
- 
- Section E:
- 
- 19 – E – Header for Deutsche Bank AG Officers Authorization.
- 20 – E – & 29 – E – Deutsche Bank AG Officers who authorized this transaction.
- 21 – E – & 30 – E – Position of the officers who authorized this transaction.
- 22 – E – & 31 – E – PIN: Individual Pin given to distinguish each individual officer of Deutsche Bank AG.
- 23 – E – SSN: Each officer is given a unique SSN number.
- 24 – E – Zip Code: Each officer is given a unique Zip Code number.
- 26 – E – Director ID: Each officer is given a unique Director ID number.

25. I have tried to explain the document as thoroughly as I am capable to.

26. Page 15 in Exhibit 9 has been enlarged to make it easier for this Court and for Woori Bank to explain the transaction displayed in as much detail as possible.

27. The Exhibit attached to this affidavit is an exact copy of page 15 Exhibit 9, to the first amended complaint.

28. I declare under penalty of perjury under the Laws of the United States of America and the Laws of the State of New York that the foregoing is true and correct and that I can and will testify competently hereto.

June 21, 2018

  
\_\_\_\_\_  
Alexander Bobarykin

## CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On 6/21/18 before me, Adriana R. Acosta, Notary,  
(here insert name and title of the officer)

personally appeared Alexander Bobarykin

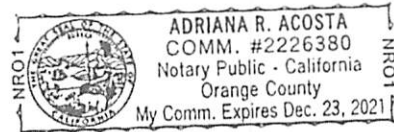
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Affidavit

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_  
Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

## Additional Information

## Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

## Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)  
☐ \_\_\_\_\_



1-A>RECEIVER'S CODE : TRANSACTION CODE NUMBER : DEUT:DEUT:HVBK/MFGL-AJE/10/02.2017  
 2-A>AGREEMENT CODE NUMBER : DEUT:DEUT:HVBK/MFGL-AJE/02.2017  
 3-A>Date : 13st February 2017  
 4-A>Starting Time : 16:59:35

.....IP SPECIAL TRANSFER SWIFT Message Transmission.....  
 1-B>456 : /Bank Sender Sender Swift : DEUTDEFFXXX  
 2-B>295 : /Bank Sender Global IP : 193.150.166.0/24  
 3-B>095 : /Bank Sender Network Delivery Status : Global Ack  
 4-B>765 : /Bank Sender Sender Terminal : Db.terminal S0200235  
 5-B>485 : /Bank Global Server ID : AS8373  
 6-B>104 : /Bank Source Transaction ID : 090512DEUTDEFFXXX886479  
 7-B>356 : /Bank Server Serial ID : s020005635  
 8-B>1 : ///SRV1 Name=ebankingdb1.db.com2  
 9-B>2 : ///SRV1 Name=ebankingdb2.db.com3  
 10-B>3 : ///SRV1 Name=ebankingdb.db.com  
 11-B>758 : /DB IDENTITY CODE: 27C DB FR DE 17BEH  
 12-B>864 : /Input by Germany Global Time : Monday, 13st February, 2017 16:59:35  
 13-B>CLIENT N° : 00000000SRT-RN-388-37862BEH17RLN000  
 14-B>658 : /PERMIT ARRIVAL MONEY N° : SCF-664M388RTG67  
 15-B>197 : /DB SCREEN SHOT CODE : A23F17.01.31.47.GTF5  
 16-B>564 : /BANK UNIQUE TRANSACTION REFERENCE : DEUT997856743216  
 17-B>648 : /TMAD N° : 090512DEUTDEFFXXX886479  
 18-B>937 : /Client Sender Account Name : MAYBROOK FINANCIAL GROUP LIMITED  
 19-B>854 : /Company Register N° : 08096940  
 20-B>459 : /CLEARING HOUSE N° : DEUT-HEBA37890672  
 21-B>037 : /Client Bank : Deutsche Bank Ag Germany  
 22-B>396 : /Client Swift Code or BIC : DEUTDEFFXXX  
 23-B>105 : /Client Account Number in DB : 947259564  
 24-B>956 : /TRANSFER CODE : 144A:S:G4639DVY8  
 25-B>987 : /CHAPS TREASURY AGREEMENT N° : CR38828530  
 26-B>209 : /Client Transfer Amount : 5,000,000,000.00 #EUR#  
 27-B>986 : Receiver/ Receiving Server IP : 193.150.166.0/24 / 193.150.166.0/243  
 28-B>574 : Receiver/ Receiving Server ID : AS8373  
 29-B>585 : Receiver/ Bank Correspondent : DEUTSCHE BANK AG  
 30-B>586 : Receiver/ Bank Correspondent Address : TAUNUSANLAGE 12, FRANKFURT AM MAIN, GERMANY  
 31-B>587 : Receiver/ Bank Correspondent Swift : DEUTDEFF  
 32-B>588 : Receiver/ Bank Account Number : 4122023377



33-B->103 : Receiver/ Bank Name : WOORI BANK  
 34-B->927 : Receiver/ Bank Address : 203, HOEHYEONDONG 1-GA, JUNG-GU, SEOUL, KOREA  
 35-B->183 : Receiver/ Swift Normal : HVBKRRSE  
 36-B->185 : Receiver/ Reference : FOR FURTHER CREDIT TO AJ ENERGY, LLC WITH WOORI BANK ACCOUNT NUMBER  
 37-B->1081-400-728598  
 38-B->364 : Receiver/ Common Account Number : W1024001KR  
 39-B->198 : Receiver/ Beneficiary Name : AJ ENERGY, LLC  
 40-B->199 : Receiver/ Beneficiary Bank : WOORI BANK  
 41-B->357 : Receiver/ Beneficiary Bank Address : 203, HOEHYEONDONG 1-GA, JUNG-GU, SEOUL, KOREA  
 42-B->109 : Receiver/ Beneficiary Bank Swift : HVBKRRSE  
 43-B->967 : Receiver/ Account Number : 1081-400-728598  
 44-B->968 : Receiver/ WTS Server : S0200235 OR S020005635  
 45-B->969 : Receiver/ Logon Domain : DEUBA  
 46-B->970 : Receiver/ Logon Server : FRAESXXSBEP 21  
 47-B->318 : Receiver/ Company Name : AJ ENERGY, LLC  
 48-B->319 : Receiver/ Company Address : 1400 DOVE STREET, SUITE 220, NEWPORT BEACH, CA 92660, USA  
 49-B->320 : Receiver/ Server Login : FRAESWDBEP 21  
 50-B->321 : Receiver/ Identity Code : 27C DB FR DE 17BE  
 51-B->138 : Receiver/ Global Server ID : AS8373  
 52-B->107 : Receiver/ Global Server IP : 193.150.166.0/24 / 193.150.166.0/243  
 53-B->108 : Receiver/ Euroclear Number : 90288  
 54-B->139 : Receiver/ DTC Number : 0141  
 55-B->140 : Receiver/ Euroclear Clearstream : 7263  
 56-B->141 : Receiver/ DTC Clearstream : 7211  
 57-B->142 : Receiver/ Euroclear Server : 10648.23199.91479.97708.99365  
 58-B->143 : Receiver/ DTC Clear Stream Number : 7015.7024.7178.7277.7298.7402.7424  
 59-B->144 : Receiver/ Clearing Code : BL50070010  
 60-B->145 : Receiver/ Clearing Number Portal : BL50070010  
 61-B->316 : Receiver/ Amount : 5,000,000,000.00 #EUR#



\*\*\*\*\* Sender Transmission IP Special Transfer SWIFT \*\*\*\*\*

1-C-> Sender Amount : 5,000,000,000.00 EUR  
 2-C-> RECEIVER CODE : 5,0b / FR - db - GO - YA / 13022017 / - 456782 - AS8373 - db2102 - S2S  
 3-C-> PROVIDER CODE : 5,0b / FR - db - GO - YA / 13022017 / AS8373 - db2102 - S2S  
 4-C-> TRANSMITTING BANK : Deutsche Bank Ag Germany  
 5-C-> BANK ADDRESS : 60262 Frankfurt Am Main Germany  
 6-C-> SWIFT CODE : DEUTDEFFXXX  
 7-C-> CABLE ADDRESS : DT - C - / B - 020005635 432177 - Frankfurt Germany  
 8-C-> SWIFT CODE : 020005635 - T - 049 - 12091 - 45873 . SEC DEUTDEFFXXX  
 9-C-> DEPOSIT CODE : G943 - 6732 - 1034 / G9434 - 4146 - 501  
 10-C-> BLOCKING CODE : set by receiving bank  
 11-C-> REFERENCE CODE : 1069 - 9543 - G943 - 3214 - DEUT997856743216  
 12-C-> FEDS CODE : F - 2100100 . 5154 . G943 - 1069 - 9543 - 8969 - 342  
 13-C-> SECURITY CODE : set by receiving bank  
 14-C-> WITHDRAWAL FEDS CODE : set by receiving bank  
 15-C-> INTERNATIONAL DEPOSIT CODE : db79056588 dts2s / N° : 79056 - CA - 79055  
 16-C-> DEPOSIT TRANSACTION N°S : Leg/No G493 - 6543 - 8906 . G6098 - 9573 - 2085  
 17-C-> MILLION/BILLION DEPARTMENT Frankfurt : Art/Y - Law - 21 - Frankfurt Government, TCL75342  
 18-C-> TIME SATELLITE SWIFT DOWNLOAD ACCESS WITHDRAW CODE 957362041489 . 0xc4329637e69 . Db491

\*\*\*\*\* ATTACHED MESSAGE \*\*\*\*\*  
1-D-> WE, DEUTSCHE BANK AG LOCATED AT TAUNUSANLAGE 12, 60325 FRANKFURT AM MAIN, GERMANY WITH FULL BANK RESPONSIBILITY HEREBY PRESENT OUR UNCONDITIONAL, IRREVOCABLE, ASSIGNABLE, TRANSFERABLE CASH BACKED STANDING IP SPECIAL TRANSFER SWIFT FOR FURTHER CREDIT TO AJ ENERGY, LLC WITH WOORI BANK ACCOUNT NUMBER 1081-400-728598 IN THE AMOUNT OF EUR 5,000,000,000.00 (FIVE BILLION EUROS) FOR PROJECT INVESTMENTS AND DEVELOPMENT (TRANSACTION CODE: DEUT:DEUT:HVBK/MFGL-AJE/10/02.2017, TRANSACTION ID: 090512DEUTDEFFXX886479, AGREEMENT NUMBER: DEUT:DEUT:HVBK/MFGL-AJE/02.2017). WE HEREBY CONFIRM THAT THESE FUNDS ARE CLEAN AND CLEAR FROM ANY LEGAL ISSUE FOR AND ON BEHALF OF DEUTSCHE BANK FRANKFURT AM MAIN FOR BENEFIT OF AJ ENERGY, LLC.  
2-D-> 16:59 GMT +001 13 February, 2017  
\*\*\*\*\* END OF ATTACHED MESSAGE \*\*\*\*\*



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.....End of Code Transmission.....
1-E->Sender Web Link https://ebankingdb2.
db.com/workbench/index.do?loggedon&locale=en-Db&NavLB_EBCH=4915.9867.7236.24
2-E->Ending Time : 17:02:28
Code
3-E->1. Final Code : 2CCE4381A77A77E60DB8EADA6EC10AD7
4-E->2. INTERBANK BLOCKING CODE : 144A:S:G4639DVY8
5-E->3. SORT CODE : 678 691 681
6-E->4. RELEASE CODE : 598.D53225
7-E->5. ACCESS CODE : HSB1288400
8-E->6. TRANSACTION CODE : DEUT:DEUT:HVBK/MFGL-AJE/10/02.2017
9-E->7. TRANSACTION ID : 090512DEUTDEFFXXX886479
10-E->8. FINAL BLOCKING CODE : CR38828530
11-E->9. TRANSFER CODE : 144A:S:G4639DVY8
12-E->10. WTS SERVER : S0200235
13-E->11. BONDING KEY : jWs992Am973
14-E->12. DOWNLOADING CODE : AM-7263-L-88192-56598-72596
15-E->13. RECEIVING CODE : 628-1972-3478-569-9217
16-E->14. ACTIVATION CODE : AM-7263-M-88779-59738-76596
17-E->15. BRANCH/DB PRIVAT : 526-9472595-64-78456
18-E->16. TERMINAL ID : D48238FD7089E3V6f7f24b5
19-E->DEUTSCHE BANK AG OFFICERS AUTHORIZATION
20-E->Dr.Marcus Schenck
21-E->Chief Financial Officer
22-E->PIN : 02569
23-E->SSN : 021167677
24-E->ZIP code : 03275
25-E->SIC code : 9231
26-E->Director ID : 916696857
27-E->Phone : +496991032010-60 /odder/ +496991031183
28-E->Steuer ID : DE 114103379
29-E->Mr.Stuart Lewis
30-E->Chief Risk Officer
31-E->PIN : 93752

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